Board Office Use: **Legislative File Info.**	
File ID Number	26-1589
Introduction Date	8-12-2026
Enactment Number	
Enactment Date	

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Superintendent Preston Thomas, Chief Systems & Services Officer Sele Nadel-Hayes, Executive Director, Construction

Board Meeting Date August 12, 2026

Subject Change Order No. 5, Agreement Between Owner and Design Builder – Syserco Energy Solutions, Inc., – CAL Shape Design-Build Facilities Planning and Management Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 5, Agreement Between Owner and Contractor by and between the **District** and **Syserco Energy Solutions, Inc., Fremont, CA**, for the latter to provide sensor/base station installation, configuration and upload of grant documents to meet CAL Shape's reimbursement deadline, commissioning and punch list, extension of the term from August 29, 2025, through August 29, 2026, to October 31, 2026 (an additional 63 calendar days), for the **CAL Shape Design-Build Facilities Planning and Management Project.** All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for a sixty-three calendar days' time extension only.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Change Order No. 5, Agreement Between Owner and Contractor by and between the **District** and **Syserco Energy Solutions, Inc., Fremont, CA**, for the latter to provide sensor/base station installation, configuration and upload of grant documents to meet CAL Shape's reimbursement deadline, commissioning and punch list, extension of the term from August 29, 2025, through August 29, 2026, to October 31, 2026 (an additional 63 calendar days), for the **CAL Shape Design-Build Facilities Planning and Management Project.** All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund – Measure Y

Attachments

- Change Order No. 5 and Other Documents
- File ID's: 26-0030, 25-3050, 25-2861, 24-1938, & 26-0119
- Routing Form

CHANGE ORDER #5

Owner:	Oakland Unified School District
Project:	CalSHAPE Ventilation & Plumbing Project 23140
School:	Various Schools
Contractor:	Syserco Energy Solutions
Change Order No.:	#5
Date:	June 3, 2026
DSA File No.:	N/A
DSA Application No.:	N/A
OUSD Project #:	23140
Project Manager:	Mary Ledezma

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

This change order is for time extension only from 8/30/26 to 10/31/26 (63 calendar days). Syserco Energy Solutions agrees to complete sensor/base station installation, configuration and upload of grant documents no later than 10/31/26 to meet CalShape's reimbursement deadline of 10/31/26. This extended time also allows SES to complete commissioning and punchlist items no later than 10/31/26.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: $0

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 63 calendar days

Director Initials O.C.

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	$12,040,995.00
Prior Change Orders:	($2,203,914.32)
Total Contract Price Prior to this Change Order	$9,837,080.68
This Change Order's Adjustment:	$0
Adjusted Contract Price (include all special and contingency allowances):	$9,837,080.68

Current Change Order's Percentage of Original Contract Price:	0%
Total Change Orders' Percentage of Original Contract Price:	(18.30%)

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE

Original contract completion deadline: October 31, 2026
Time extensions granted in prior change orders: (63) Calendar Days
Time extension granted in this change order: 63 Calendar Days
Adjusted contract completion deadline = October 31, 2026

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved as to Form:	Approved and Agreed: General Contractor	Approved and Agreed:
James Traber OUSD Facilities Counsel Date: 6/27/2026	Print Name: Nagib Elzein Digitally signed by Nagib Elzein DN: C=US, E=n.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein Reason: I am approving this document Date: 2026.06.04 07:59:26-07'00' Signature: Date:	Chief of Systems & Services Officer Date: 6/5/26

319-6617106499.1

CHANGE ORDER REQUEST

No. 11

PROJECT: CalSHAPE Ventilation & Plumbing Project
Various Schools

DATE: JUNE 3, 2026

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 23140
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont, CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

This change order is for time extension only from 8/30/26 to 10/31/26 (63 calendar days). Syserco Energy Solutions agrees to complete sensor/base station installation, configuration and upload of grant documents no later than 10/31/26 to meet CalShape's reimbursement deadline of 10/31/26. This extended time also allows SES to complete commissioning and punchlist items no later than 10/31/26.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **$0**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **63 calendar days**

REASON FOR REQUEST (check one or more):
___X_Unforeseen Conditions
_____ Direction by Government Agency
Owner Requested
_____ Design Omission
_____ Design Error
_____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein
DN: C=US, E=nelzein@sysercoes.com, O=Syserco Energy Solutions Inc, OU=Operations Manager, CN=Nagib Elzein
Reason: I have reviewed this document
Date: 2026.06.03 [illegible]
_____ *[signature]*
Nagib Elzein *[name of declarant]*

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	**CAL Shape Design-Build Project**	**Site**	**918**

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Syserco Energy Solutions, Inc.	Agency's Contact	Scott Meinzen					
OUSD Vendor ID #	004166	Title	President					
Street Address	215 Fourier Avenue, Ste 140	City	Fremont	State	CA	Zip	94539	
Telephone	510-498-1410	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	23140							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8/29/2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	10/31/2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 0
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9961	**Fund 21 Measure Y**	**210-9655-0-9961-8500-6271-918-9180-9906-9999-23140**	**6271**	**$0**

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head** — **Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Construction			
	Signature Sele Nadel-Hayes (Jul 7, 2026 17:07:04 PDT)	Date Approved		
2.	**OUSD Legal Counsel, Facilities**			
	Signature James Traber	Date Approved	6/27/2026	
3.	**Chief Systems & Services Officer**			
	Signature Preston Thomas (Jul 7, 2026 18:42:33 PDT)	Date Approved	07/07/2026	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

FILE ID 26-0119

Board Office Use: **Legislative File Info.**	
File ID Number	26- 0119
Introduction Date	2-25-2026
Enactment Number	26-0342
Enactment Date	2/25/2026 os

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Facilities

Board Meeting Date February 25, 2026

Subject Change Order No. 4, Agreement Between Owner and Design Builder – Syserco Energy Solutions, Inc., – CAL Shape Design-Build Facilities Planning and Management Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 4, Agreement Between Owner and Design Builder by and between the District and **Syserco Energy Solutions Inc., Fremont, CA**, for the latter to provide extra plumbing repair discovered during the installation of new urinal and toilet fixtures in existing restroom facilities at 51 school sites, as detailed in PCO No. 10 for the **CAL Shape Design-Build Facilities Planning and Management Project**, in the not-to-exceed amount of **$167,256.57,** increasing the contract price from **$9,669,824.11** to **$9,837,080.68.** All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for extra plumbing repair work, which includes PCO No. 10 to be approved for various contract changes.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Change Order No. 4, Agreement Between Owner and Design Builder by and between the District and Syserco Energy Solutions Inc., Fremont, CA, for the latter to provide extra plumbing repair work discovered during the installation of new urinal and toilet fixtures in existing restroom facilities at 51 school sites, as detailed in PCO No. 1 for the CAL Shape Design-Build Facilities Planning and Management Project, in the not-to-exceed amount of $167,256.57, increasing the contract price from $9,669,824.11 to $9,837,080.68. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Change Order No. 4 and Other Documents
- File ID's: 26-0030, 25-03050, 25-2861 & 24-1938
- Routing Form

CHANGE ORDER #4

Owner:	Oakland Unified School District
Project:	CalShape Ventilation & Plumbing Project 23140
School:	Various School
Contractor:	Syserco Energy Solutions
Change Order No.:	#4
Date:	December 10, 2025
DSA File No.:	N/A
DSA Application No.:	N/A
OUSD Project #:	23140
Project Manager:	Mary Ledezma

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

A. Additional unforeseen plumbing work at various school sites performed by ECM and Envocore (plumbing subcontractors) based on approved Time & Material tickets. Scope includes placement of flanges, installation of brass nipples, installation of pipe offsets, night shift work and time to shut off & re-pressurize service water.
Total $151,478.57. See Syserco excel spreadsheet, attached.

B. Differential material cost to provide Sloan Flushometers requested by Owner to comply with OUSD design standard. Total $15,778. See Syserco cost proposal #4 dated 12/10/25, attached.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: $167,256.57

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: (62 calendar days)

Director Initials O.G.

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	$12,040,995.00
Prior Change Orders:	($2,371,170.89)
Total Contract Price Prior to this Change Order	$9,669,824.11
This Change Order's Adjustment:	$167,256.57
Adjusted Contract Price (include all special and contingency allowances):	$9,837,080.68

Current Change Order's Percentage of Original Contract Price:	1.39%
Total Change Orders' Percentage of Original Contract Price:	(18.30%)

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	October 31, 2026
Time extensions granted in prior change orders:	(62) Calendar Days
Time extension granted in this change order:	0 Calendar Days
Adjusted contract completion deadline:	August 30, 2026

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record Print Name: Signature: Date:	Approved and Agreed: General Contractor Print Name: Nagib Elzein Digitally signed by Nagib Elzein DN: C=US, E=nelzein@syserco.es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein Reason: I am approving this document Date: 2025.12.11 17:08:24-08'00' Signature: Date:	Approved and Agreed: Chief of Systems & Services Officer Date: 12/19/25
Approved as to Form: James Traber OUSD Facilities Counsel Date: 1/23/2026		

319-661/7106499.1

Jennifer Brouhard, President, BOE — 2/26/2026

Denise G. Saddler, EdD, Interim Superintendent and Interim Secretary, Board of Education — 2/26/2026

CHANGE ORDER REQUEST (Proposed Change Order)

No. 10

PROJECT: CalShape Ventilation & Plumbing Project
Various Schools

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

DATE: DECEMBER 10, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 23140
PROJECT MANAGER: Mary Ledezma

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

This change order # 4, includes

A. Additional unforeseen plumbing work at various school sites performed by ECM and Envocore (plumbing subcontractors) based on approved Time & Material tickets. Scope includes placement of flanges, installation of brass nipples, installation of pipe offsets, night shift work and time to shut off & re-pressurize service water. Total is $151,478.57. See Syserco's excel spreadsheet, attached.

B. Differential material cost to provide Sloan Flushometers. Total $15,778. See Syserco's cost proposal #4 dated 12/10/25, attached. This is an Owner requested change that's required to comply with OUSD's Design Standards.

OTHER PROPOSED CHANGES TO THE CONTRACT: PROPOSED

ADJUSTMENT TO CONTRACT PRICE: **$167,256.57** PROPOSED

ADJUSTMENT TO CONTRACT TIME: **(62 calendar days)**

REASON FOR REQUEST (check one or more):

___X_ Unforeseen Conditions
____ Direction by Government Agency
X Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein
DN: C=US, E=nelzein@syserco-es.com, O=Syserco Energy Solutions Inc, OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.12.11 17:08:59 08'00'

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

SYSERCO
ENERGY SOLUTIONS

Proposed Change Order

OWNER	X
ARCHITECT	
CONTSTRUCTION MANAGER	

PROJECT:
OUSD- CalShape Project
955 High St
Oakland, CA 940601

CONTRACTOR:
Syserco Energy Solutions, Inc.
215 Fourier Ave., Suite 140
Fremont, CA 94539

CHANGE ORDER NO: 4 rev 2

DATE: 12/10/2025

SYSERCO PROJECT NO: 4003EP21KT

CONTRACT DATE: 8/29/2024

CONTRACT FOR: OUSD - Calshape HVAC & Plumbing

THE CONTRACT IS CHANGED AS FOLLOWS:
Cost difference to provide Sloan Royal flushometers per OUSD's request.

	WORKED PERFORMED BY SUBCONTRACTOR			ADD	DEDUCT
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	qty/lf/sf	cost		
	Cost difference to provide Sloan Royal flushometers	284	$39	$ 10,934.00	
	Home & Hospice correction from CO#3			$ 648.95	
			Subtotal	$ 11,582.95	$ -
(b)	**Add Labor** (attach itemized hours & rates, fully encumbered)	hours	Wage Rate		
b.1	Journeyman	0	$ -	$ -	
	Forman			$ -	
	General Forman			$ -	
	Apprentice			$ -	
			Subtotal	$ -	
(c)	**Add Equipment** (attach suppliers' invoice)	qty	rate		
				$ -	
				$ -	
				$ -	
				$ -	
			Subtotal	$ -	$ -
(d)			Subtotal	$ 11,582.95	
(e)	**Add overhead and profit for any and all tiers of Subcontractor**, the total not to exceed fifteen percent (15%) of Item (d)		15%	$ 1,737.44	$ -
			Subtotal	$ 13,320.39	$ -
(f)	Liablitity and property Damage Insurance, Workers Compensation Insurance, Social Security, and Unemployement Taxes, not to exceed twenty-five percent (25%) of Item b.		25%	$ -	
(g)	Subcontractor's Total		Subtotal	$ 13,320.39	
(h)	**Add Overhead and Profit for Contractor**, not to exceed fifleen percent (15%) of item (g)		15%	$ 1,998.06	$ -
(i)			Subtotal	$ 15,318.45	$ -
(j)	**Add Bond & Insurance,** not to exceed three (3%) of Item (h)		3.0%	$ 459.55	$ -
(k)	Contractor's Total		TOTAL	$ 15,778.00	$ -

Original Contract Sum	$ 12,040,995.00
Total Previous Change Orders	$ (2,371,170.89)
Contract Sum To Date	$ 9,669,824.11
This Change Order Amount	$ 15,778.00
Revised Contract Sum	$ 9,685,602.11

The Contract Time will be increased by : 0 calendar days.

Revised Substantial Completion Date: 8/30/2026

Syserco Energy Solutions
CONTRACTOR

OUSD
OWNER

Subcontractor	Service Date	Sched Name	CO#	Scope	Labor Type (OF/Foreman/Appr./Journeyman)	Name	Straight Time Hrs	Straight Rate	Shift Hrs	Shift Rate	Regular Labor $$	Labor Shift $$	Total Labor $$	Description	Matl Cost	Labor	subtotal	SUB OH & P (15%)	subtotal	18% of Labor	Subtotal	OH & P (15%)	Bond (3%)	Total
ECMH	6/5/2025	ALLENDALE	ALN.002	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	2	########		$157.27	$286.30	$0.00	$286.30	From back-up	$108.73	$ 286	$ 395	$ 59.25	$ 454.26	$ 51.53	$505.82	$ 581.69	$ 17.45	$ 599.14
ECMH	6/5/2025	ALLENDALE		CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$347.85	$ 400.03	$ 12.00	$ 412.03
ECMH	6/5/2025	ALLENDALE	ALN.003	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	2	########		$157.27	$286.30	$0.00	$286.30	From back-up	$108.73	$ 286	$ 395	$ 59.25	$ 454.26	$ 51.53	$505.82	$ 581.69	$ 17.45	$ 599.14
ECMH	6/5/2025	ALLENDALE		CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$347.85	$ 400.03	$ 12.00	$ 412.03
ECMH	########	ALLENDALE	ALN.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 30.51	$ 143	$ 174	$ 26.05	$ 199.71	$ 25.77	$225.47	$ 259.30	$ 7.78	$ 267.08
ECMH	########	ALLENDALE		REPLACED FLANGE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	6/5/2025	BELLA VISTA	BV.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	6/5/2025	BELLA VISTA		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	6/5/2025	BELLA VISTA		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	6/5/2025	BELLA VISTA	BV.002	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	6/5/2025	BELLA VISTA		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	6/5/2025	BELLA VISTA		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	6/5/2025	BELLA VISTA	BV.003	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	########	BRET HARTE		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BRET HARTE		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	BRET HARTE	BH.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	BRET HARTE		WATER SHUTDOWN	Foreman	Carlos Soares	1	########	0	$157.27	$143.15	$0.00	$143.15			$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	BRIDGES	BR.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	########	BRIDGES		REPLACED FLANGE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BRIDGES		REPLACED FLANGE	Apprentice	Steven Sweat	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	BRIDGES	BR.002	URINAL REMOVED AND REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	BRIDGES		URINAL REMOVED AND REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BRIDGES		URINAL REMOVED AND REPLACED	Apprentice	Steven Sweat	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	BRIDGES	BR.003	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	BRIDGES		WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BRIDGES		WATER SHUTDOWN	Apprentice	Steven Sweat	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	BROOKFIELD	BRK.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$140.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	########	BROOKFIELD		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BROOKFIELD		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	BROOKFIELD	BRK.002	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	BROOKFIELD		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BURCKHALTER	BRK.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 11.98	$ 143	$ 155	$ 23.27	$ 178.40	$ 25.77	$204.17	$ 234.79	$ 7.04	$ 241.83
ECMH	########	BURCKHALTER		REPLACED FLANGE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BURCKHALTER	BRK.002	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 41.41	$ 143	$ 185	$ 27.68	$ 212.24	$ 25.77	$238.01	$ 273.71	$ 8.21	$ 281.92
ECMH	########	BURCKHALTER		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BURCKHALTER	BRK.003	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 46.20	$ 143	$ 190	$ 28.50	$ 220.05	$ 25.77	$245.82	$ 282.69	$ 8.48	$ 291.17
ECMH	########	BURCKHALTER		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BURCKHALTER	BRK.004	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 46.20	$ 143	$ 190	$ 28.50	$ 220.05	$ 25.77	$245.82	$ 282.69	$ 8.48	$ 291.17
ECMH	########	BURCKHALTER		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	BURCKHALTER	BRK.005	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	CASTLEMONT	CSL.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	########	CASTLEMONT		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	CASTLEMONT		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	CASTLEMONT	CSL.002	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	########	0	$157.27	$286.30	$0.00	$286.30	From back-up		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$380.78	$ 437.90	$ 13.14	$ 451.03
ECMH	########	CASTLEMONT		WATER SHUTDOWN	Journeyman	Carlos Soares	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$347.85	$ 400.03	$ 12.00	$ 412.03
ECMH	########	CASTLEMONT		WATER SHUTDOWN	Apprentice	Max Ramirez	2	########	0	$129.49	$236.30	$0.00	$236.30			$ 220	$ 220	$ 33.05	$ 253.35	$ 39.65	$ 293.00	$ 336.95	$ 10.11	$ 347.06
ECMH	########	CCFA	CCFA.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	CCFA		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
Finishcore	########	Chabot	CHA.001	Water Shut Off	GF	Khiry Venable	1	########		$163.74	$148.04	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$198.09	$ 227.80	$ 6.83	$ 234.64
Finishcore	########	Chabot		Water Shut Off	Foreman	Garett Marshall	1	########		$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
		Chabot Total																						$ 460.15
Finishcore	########	Claremont		2 Water Shut Off	Journeyman	Brody Kooreman	1	########		$143.37	$130.77	$0.00	$ 131	see material backup		$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$173.92	$ 200.01	$ 6.00	$ 206.01
Finishcore	########	Claremont			Foreman	Garett Marshall	1	########		$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
Finishcore	########	Claremont		1 Flange Repair MID #357	GF	Khiry Venable	1	########		$143.37	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$198.09	$ 227.80	$ 6.83	$ 234.64
Finishcore	########	Claremont		Flange Repair MID #357	Foreman	Garett Marshall	1	########		$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
		Claremont Total																						$ 891.68
Envelcore	6/2/2025	Cleveland		1 Water Shut Off	GF	Khiry Venable	1	########	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$198.09	$ 227.80	$ 6.83	$ 234.64
Envelcore	6/2/2025	Cleveland			Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
Envelcore	6/2/2025	Cleveland		2 Water Shut Off	GF	Khiry Venable	1	########	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$198.09	$ 227.80	$ 6.83	$ 234.64
Envelcore	6/2/2025	Cleveland			Foreman	Garett Marshall	0	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
Envelcore	6/2/2025	Cleveland		3 Material Procurement	GF	Khiry Venable	1	########	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$198.09	$ 227.80	$ 6.83	$ 234.64
Envelcore	6/3/2025	Cleveland			Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$190.39	$ 218.95	$ 6.57	$ 225.52
Envelcore	6/4/2025	Cleveland		4 Water Shut Off	GF	Khiry Venable	1	########	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$198.09	$ 227.80	$ 6.83	$ 234.64
Envelcore	6/4/2025	Cleveland			Foreman	Garett Marshall	2	########	0	$157.27	$286.30	$0.00	$ 286	see material backup		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$380.78	$ 437.90	$ 13.14	$ 451.03
Envelcore	6/4/2025	Cleveland		5 Water Shut Off	GF	Khiry Venable	1	########	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$198.09	$ 227.80	$ 6.83	$ 234.64

Emerson	6/4/2025	Cleveland				Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/4/2025	Cleveland		6	Flange removal and replacement	Foreman	Garett Marshall	4.5	#######	0	$157.27	$644.18	$0.00	$ 644	see material b #####	$ 644	$ 892	$ 133.82	$ 1,025.96	$ 138.96	########	$ 1,313.28	$ 39.40	$ 1,352.59	
Emerson	6/4/2025	Cleveland				GF	Khiry Venable	4.5	#######	0	$163.74	$670.23	$0.00	$ 670	see material backup	$ 670	$ 670	$ 100.53	$ 770.76	$ 120.64	$ 891.41	$ 1,025.12	$ 30.75	$ 1,055.87	
Emerson	6/4/2025	Cleveland		7	Flange Repair MID 200	Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/4/2025	Cleveland				GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/4/2025	Cleveland		8	Flange Repair 204	Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/4/2025	Cleveland				GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/4/2025	Cleveland		9	Flange Repair 195	Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/4/2025	Cleveland				GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/5/2025	Cleveland		10	Flange Repair 197	Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/5/2025	Cleveland				GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/5/2025	Cleveland		11	Flange Repair 192	Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/5/2025	Cleveland				GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/5/2025	Cleveland		12	Flange Repair 189	Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/5/2025	Cleveland				GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/5/2025	Cleveland		13	Sinker Waterline	Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/5/2025	Cleveland				GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/5/2025	Cleveland		14	Water Shut Off	GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	6/5/2025	Cleveland				Foreman	Garett Marshall	1	#######		$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	6/5/2025	Cleveland		15	Removed and install new carrier b	Foreman	Garett Marshall	6	#######	0	$157.27	$856.90	$0.00	$ 859	see material backup	$ 859	$ 859	$ 128.84	$ 987.74	$ 154.60	########	$ 1,313.69	$ 39.41	$ 1,353.10	
Emerson	6/6/2025	Cleveland				GF	Khiry Venable	6	#######	0	$163.74	$893.64	$0.00	$ 894	see material backup	$ 894	$ 894	$ 134.05	$ 1,027.69	$ 160.86	########	$ 1,366.82	$ 41.00	$ 1,407.83	
Emerson	6/6/2025	Cleveland		16	Removed and install new carrier b	Foreman	Garett Marshall	6	#######	0	$157.27	$858.90	$0.00	$ 859	see material backup	$ 859	$ 859	$ 128.84	$ 987.74	$ 154.60	########	$ 1,313.69	$ 39.41	$ 1,353.10	
Emerson	6/6/2025	Cleveland				GF	Khiry Venable	6	#######	0	$163.74	$893.64	$0.00	$ 894	see material backup	$ 894	$ 894	$ 134.05	$ 1,027.69	$ 160.86	########	$ 1,366.82	$ 41.00	$ 1,407.83	
Emerson	6/6/2025	Cleveland		17	Removed and install new carrier b	Foreman	Garett Marshall	6	#######	0	$157.27	$858.90	$0.00	$ 859	see material backup	$ 859	$ 859	$ 128.84	$ 987.74	$ 154.60	########	$ 1,313.69	$ 39.41	$ 1,353.10	
Emerson	6/6/2025	Cleveland				GF	Khiry Venable	6	#######	0	$163.74	$893.64	$0.00	$ 894	see material backup	$ 894	$ 894	$ 134.05	$ 1,027.69	$ 160.86	########	$ 1,366.82	$ 41.00	$ 1,407.83	
Emerson	########	Cleveland		18	Removed and install new carrier b	Foreman	Garett Marshall	6	#######	0	$157.27	$858.90	$0.00	$ 859	see material backup	$ 859	$ 859	$ 128.84	$ 987.74	$ 154.60	########	$ 1,313.69	$ 39.41	$ 1,353.10	
Emerson	########	Cleveland				GF	Khiry Venable	6	#######	0	$163.74	$893.64	$0.00	$ 894	see material backup	$ 894	$ 894	$ 134.05	$ 1,027.69	$ 160.86	########	$ 1,366.82	$ 41.00	$ 1,407.83	
		Cleveland Total																							$ 16,559.69	
ECMH	########	COMMUNITY D	COM.001		WATER SHUTDOWN	Foreman	NICK MACREADIE	1	#######	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
ECMH	########	COMMUNITY DAY			WATER SHUTDOWN	Journeyman	Carlos Solares	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
Emerson	########	Linfoo	COM.001		Water Shut Off	GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	########	Linfoo				Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
		United Total																							$ 450.15	
Emerson	########	Checker		1	Water Shut Off	GF	Khiry Venable	1	#######	0	$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	########	Checker				Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	########	Checker		2	Water Shut Off	GF	Khiry Venable	1	#######		$163.74	$148.94	$0.00	$ 149	see material backup	$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64	
Emerson	########	Checker				Foreman	Garett Marshall	1	#######		$157.27	$143.15	$0.00	$ 143	see material backup	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
		Checker Total																							$ 920.31	
ECMH	########	EAST OAKLAND	EOP.001		WATER SHUTDOWN	Foreman	NICK MACREADIE	1	#######	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
ECMH	########	EAST OAKLAND	PRIDE		WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
Emerson	########	Edna Brewer	EDN.001		Water Shut Off	GF	Khiry Venable	1.5	#######		$163.74	$223.41	$0.00	$ 223	see material backup	$ 223	$ 223	$ 33.51	$ 256.92	$ 40.21	$ 297.14	$ 341.71	$ 10.25	$ 351.96	
Emerson	########	Edna Brewer				Foreman	Garett Marshall	1.5	#######		$157.27	$214.73	$0.00	$ 215	see material backup	$ 215	$ 215	$ 32.21	$ 246.93	$ 38.65	$ 285.58	$ 328.42	$ 9.85	$ 338.27	
		Edna Brewer Total																							$ 690.23	
ECMH	########	ELMHURST	ELM.001		NIPPLE REPLACED	Foreman	NICK MACREADIE	1	#######	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 41.41	$ 143	$ 185	$ 27.68	$ 212.24	$ 25.77	$ 238.01	$ 273.71	$ 8.21	$ 281.92	
ECMH	########	ELMHURST			NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
ECMH	########	ELMHURST	ELM.002		NIPPLE REPLACED	Foreman	NICK MACREADIE	1	#######	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 41.41	$ 143	$ 185	$ 27.68	$ 212.24	$ 25.77	$ 238.01	$ 273.71	$ 8.21	$ 281.92	
ECMH	########	ELMHURST			NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
ECMH	########	ELMHURST	ELM.003		WATER SHUTDOWN	Foreman	NICK MACREADIE	1	#######	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
ECMH	########	ELMHURST			WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
Emerson	########	Emerson	EME.001		Flange Repair 197	Journeyman	Ted Navarro	1	#######		$143.37	$130.77	$0.00	$ 131	see material b	33.16	$ 131	$ 164	$ 24.59	$ 188.54	$ 23.54	$ 212.08	$ 243.89	$ 7.32	$ 251.21	
Emerson	########	Emerson				Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
Emerson	########	Emerson			Water Shut Off	Journeyman	Ted Navarro	1	#######	0	$143.37	$130.77	$0.00	$ 131	see material backup		$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
Emerson	########	Emerson				Foreman	Garett Marshall	1	#######	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
		Emerson Total																							$ 908.26	
ECMH	########	ESPERANZA/ST	ESP.001		REPLACED FLANGE	Foreman	NICK MACREADIE	1	#######		$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.16	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71	
ECMH	########	ESPERANZA/STONEHURS			REPLACED FLANGE	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
ECMH	########	ESPERANZA/STONEHURS			REPLACED FLANGE	Apprentice	Steven Swoat	1	#######	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53	
ECMH	########	ESPERANZA/ST	ESP.002		NIPPLE REPLACED	Foreman	NICK MACREADIE	1	#######		$157.27	$143.15	$0.00	$143.15	From back-up	$ 36.21	$ 143	$ 179	$ 26.90	$ 206.26	$ 25.77	$ 232.03	$ 266.84	$ 8.01	$ 274.84	
ECMH	########	ESPERANZA/STONEHURS			NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
ECMH	########	ESPERANZA/ST	ESP.003		CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	2	#######		$157.27	$286.30	$0.00	$286.30	From back-up	$ 57.15	$ 286	$ 343	$ 51.52	$ 394.87	$ 51.53	$ 446.50	$ 513.48	$ 15.40	$ 528.88	
ECMH	########	ESPERANZA/STONEHURS			CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	2	#######		$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.06	$ 347.85	$ 400.03	$ 12.00	$ 412.03	
ECMH	########	ESPERANZA/ST	ESP.004		REPLACED FLANGE	Foreman	NICK MACREADIE	1	#######		$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.16	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71	
ECMH	########	ESPERANZA/STONEHURS			REPLACED FLANGE	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
ECMH	########	ESPERANZA/STONEHURS			REPLACED FLANGE	Apprentice	Steven Swoat	1	#######	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53	
ECMH	########	ESPERANZA/ST	ESP.005		NIPPLE REPLACED	Foreman	NICK MACREADIE	1	#######		$157.27	$143.15	$0.00	$143.15	From back-up	$ 36.21	$ 143	$ 179	$ 26.90	$ 206.26	$ 25.77	$ 232.03	$ 266.84	$ 8.01	$ 274.84	
ECMH	########	ESPERANZA/STONEHURS			NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
ECMH	########	ESPERANZA/ST	ESP.006		CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	1	#######		$157.27	$143.15	$0.00	$143.15	From back-up	$ 57.15	$ 143	$ 200	$ 30.04	$ 230.34	$ 25.77	$ 256.11	$ 294.53	$ 8.84	$ 303.36	
ECMH	########	ESPERANZA/STONEHURS			CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
ECMH	########	ESPERANZA/ST	ESP.007		WATER SHUTDOWN	Foreman	NICK MACREADIE	1	#######		$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52	
ECMH	########	ESPERANZA/STONEHURS			WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	#######	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01	
Emerson	6/4/2025	Fred T Kennedy		1	Water Shut Off	GF	Khiry Venable	1.5	#######	0	$163.74	$223.41	$0.00	$ 223	see material backup		$ 223	$ 223	$ 33.51	$ 256.92	$ 40.21	$ 297.14	$ 341.71	$ 10.25	$ 351.96	
Emerson	6/4/2025	Fred T Kennedy				Foreman	Garett Marshall	1.5	#######	0	$157.27	$214.73	$0.00	$ 215	see material backup		$ 215	$ 215	$ 32.21	$ 246.93	$ 38.65	$ 285.58	$ 328.42	$ 9.85	$ 338.27	

	Fred T Korematsu Total																											$	690.20
ECMH	########	FREMONT	FRE.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	########	0	$157.27	$286.30	$0.00	$286.30	From back-up		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$	451.03
ECMH	########	FREMONT		WATER SHUTDOWN	Journeyman	Carlos Soares	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$	412.03
ECMH	########	FREMONT		WATER SHUTDOWN	Apprentice	Max Ramirez	2	########	0	$129.49	$220.30	$0.00	$220.30			$ 220	$ 220	$ 33.05	$ 253.35	$ 39.65	$ 293.00	$ 336.95	$ 10.11	$	347.06
ECMH	########	FREMONT	FRE.002	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$108.73	$ 143	$ 252	$ 37.78	$ 289.66	$ 25.77	$ 315.43	$ 362.74	$ 10.88	$	373.62
ECMH	########	FREMONT		CHROME OFFSET WATER LINE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$	173.53
ECMH	########	FRICK	FRK.006	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
ECMH	########	FRICK		WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	FRICK		WATER SHUTDOWN	Journeyman	Geraldo Bocerra	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	FRICK	FRK.001	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	2	########		$157.27	$286.30	$0.00	$286.30	From back-up	$105.63	$ 286	$ 392	$ 58.79	$ 450.72	$ 51.53	$ 502.26	$ 577.59	$ 17.33	$	594.92
ECMH	########	FRICK		CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$	412.03
ECMH	########	FRICK	FRK.002	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 36.21	$ 143	$ 179	$ 26.90	$ 206.26	$ 25.77	$ 232.03	$ 266.84	$ 8.01	$	274.84
ECMH	########	FRICK		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	FRICK	FRK.003	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$	270.71
ECMH	########	FRICK		REPLACED FLANGE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	FRICK		REPLACED FLANGE	Apprentice	Steven Sweat	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$	173.53
ECMH	########	FRICK	FRK.004	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 11.96	$ 143	$ 155	$ 23.27	$ 178.40	$ 25.77	$ 204.17	$ 234.79	$ 7.04	$	241.83
ECMH	########	FRICK		REPLACED FLANGE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	FRICK		REPLACED FLANGE	Apprentice	Steven Sweat	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$	173.53
ECMH	########	FRICK	FRK.005	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 36.21	$ 143	$ 179	$ 26.90	$ 206.26	$ 25.77	$ 232.03	$ 266.84	$ 8.01	$	274.84
ECMH	########	FRICK		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	FRICK		NIPPLE REPLACED	Apprentice	Steven Sweat	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$	173.53
ECMH	########	FRICK	FRK.007	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
ECMH	########	FRICK		WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	FRICK		WATER SHUTDOWN	Apprentice	Steven Sweat	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$	173.53
ECMH	########	FRUITVALE	FRT.001	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	2	########		$157.27	$286.30	$0.00	$286.30	From back-up	$108.73	$ 286	$ 395	$ 59.25	$ 454.28	$ 51.53	$ 505.82	$ 581.69	$ 17.45	$	599.14
ECMH	########	FRUITVALE		CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$	412.03
ECMH	########	FRUITVALE	FRT.002	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	########		$157.27	$286.30	$0.00	$286.30	From back-up	$ -	$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$	451.03
ECMH	########	FRUITVALE		WATER SHUTDOWN	Journeyman	Jesus Ochoa	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$	412.03
ECMH	8/4/2025	GRASS VALLEY	GRS.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$	270.71
ECMH	8/4/2025	GRASS VALLEY		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	8/4/2025	GRASS VALLEY		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$	173.53
ECMH	8/4/2025	GRASS VALLEY	GRS.002	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$	270.71
ECMH	8/4/2025	GRASS VALLEY		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	8/4/2025	GRASS VALLEY		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$	173.53
ECMH	8/4/2025	GRASS VALLEY	GRS.003	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
ECMH	8/4/2025	GRASS VALLEY		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
Envacare	########	Hillcrest	2	Water Shut Off	GF	Khiry Venable	1	########	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$	234.64
Envacare	########	Hillcrest			Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
Envacare	########	Hillcrest	3	Extend Waterline T&I	Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
Envacare	########	Hillcrest			GF	Khiry Venable	1	########	0	$157.27	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$	234.64
Envacare	########	Hillcrest	1	Flange Repair B13	Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
Envacare	########	Hillcrest			GF	Khiry Venable	1	########	0	$157.27	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$	234.64
		Hillcrest Total																								$	1,380.46
Envacare	########	Hoover	2	Flange Repair R&I	Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
Envacare	########	Hoover			GF	Khiry Venable	1	########	0	$157.27	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$	234.64
Envacare	########	Hoover	1	Re-plumbed damaged waterline a	Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
Envacare	########	Hoover			GF	Khiry Venable	1	########	0	$157.27	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$	234.64
Envacare	########	Hoover	3	Water Shut Off	Foreman	Garett Marshall	1	########	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
Envacare	########	Hoover			GF	Khiry Venable	1	########	0	$157.27	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$	234.64
		Hoover Total																								$	1,380.46
ECMH	########	HOWARD	HOW.001	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 36.21	$ 143	$ 179	$ 26.90	$ 206.26	$ 25.77	$ 232.03	$ 266.84	$ 8.01	$	274.84
ECMH	########	HOWARD		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	HOWARD	HOW.002	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$105.63	$ 143	$ 249	$ 37.32	$ 286.10	$ 25.77	$ 311.87	$ 358.65	$ 10.76	$	369.41
ECMH	########	HOWARD		CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	HOWARD	HOW.003	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$105.63	$ 143	$ 249	$ 37.32	$ 286.10	$ 25.77	$ 311.87	$ 358.65	$ 10.76	$	369.41
ECMH	########	HOWARD		CHROME OFFSET WATER LINE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	HOWARD	HOW.004	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 36.21	$ 143	$ 179	$ 26.90	$ 206.26	$ 25.77	$ 232.03	$ 266.84	$ 8.01	$	274.84
ECMH	########	HOWARD		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	HOWARD	HOW.005	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 36.21	$ 143	$ 179	$ 26.90	$ 206.26	$ 25.77	$ 232.03	$ 266.84	$ 8.01	$	274.84
ECMH	########	HOWARD		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	HOWARD	HOW.006	NIPPLE REPLACED	Foreman	NICK MACREADIE	1	########		$157.27	$143.15	$0.00	$143.15	From back-up	$ 11.96	$ 143	$ 155	$ 23.27	$ 178.40	$ 25.77	$ 204.17	$ 234.79	$ 7.04	$	241.83
ECMH	########	HOWARD		NIPPLE REPLACED	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$	206.01
ECMH	########	HOWARD	HOW.007	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	########		$157.27	$286.30	$0.00	$286.30	From back-up	$ -	$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$	451.03
ECMH	########	HOWARD		WATER SHUTDOWN	Journeyman	Jesus Ochoa	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$	412.03
Envacare	########	Joaquin Miller	2	Water Shut Off	GF	Khiry Venable	1	########	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$	234.64
Envacare	########	Joaquin Miller			Foreman	Garett Marshall	1	########		$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$	225.52
Envacare	########	Joaquin Miller	1	Soldier Waterlines (8-	Foreman	Danny Rose	3	########		$157.27	$429.45	$0.00	$ 429	see material backup		$ 429	$ 429	$ 64.42	$ 493.87	$ 77.30	$ 571.17	$ 656.84	$ 19.71	$	676.55
Envacare	########	Joaquin Miller			GF	Khiry Venable	3	########		$157.27	$486.82	$0.00	$ 447	see material backup		$ 447	$ 447	$ 67.02	$ 513.84	$ 80.43	$ 594.27	$ 683.41	$ 20.50	$	703.91
Envacare	########	Joaquin Miller			Foreman	Ted Navarro	3	########		$157.27	$429.45	$0.00	$ 429	see material backup		$ 429	$ 429	$ 64.42	$ 493.87	$ 77.30	$ 571.17	$ 656.84	$ 19.71	$	676.55
Envacare	########	Joaquin Miller			Apprentice	Eric Armas	3	########		$129.49	$330.45	$0.00	$ 330	see material backup		$ 330	$ 330	$ 49.57	$ 380.02	$ 59.48	$ 439.50	$ 505.42	$ 15.16	$	520.59

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	Joaquin Miller Total																										$ 3,037.73
ECMH	########	LAUREL	LAU.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	LAUREL		WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
Emergency	########	Life Academy		1 Water Shut Off	GF	Khiry Venable	1	########		$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64
Emergency	########	Life Academy			Foreman	Garen Marshall	1	########		$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
		Life Academy Total																									$ 460.15
Emergency	########	Lincoln		1 Flange Repair 157	Journeyman	Ted Navarro	2	########		$143.37	$261.54	$0.00	$ 262	see material backup		$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$ 412.03
Emergency	########	Lincoln		2 Water Shut Off	GF	Khiry Venable	1	########		$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64
Emergency	########	Lincoln		1 Flange Repair 157	Foreman	Garett Marshall	2	########		$157.27	$286.30	$0.00	$ 286	see material backup		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$ 451.03
		Lincoln Total																									$ 1,097.70
ECMH	########	LOCKWOOD	LOC.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.16	$ 286	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	########	LOCKWOOD		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	LOCKWOOD		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$118.15	$0.00	$118.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	LOCKWOOD	LOC.002	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.16	$ 286	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	########	LOCKWOOD		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	LOCKWOOD		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$118.15	$0.00	$118.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	LOCKWOOD	LOC.003	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	LOCKWOOD		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	LOCKWOOD		WATER SHUTDOWN	Apprentice	Max Ramirez	1	########	0	$129.49	$118.15	$0.00	$118.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	8/6/2025	MADISON PARK	MAD.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	########	0	$157.27	$286.30	$0.00	$286.30	From back-up		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$ 451.03
ECMH	8/6/2025	MADISON PARK		WATER SHUTDOWN	Journeyman	Carlos Soares	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$ 412.03
ECMH	########	MANZANITA	MAZ.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	MANZANITA		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	MARKHAM	MRK.005	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.16	$ 286	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	########	MARKHAM		REPLACED FLANGE	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	MARKHAM		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$118.15	$0.00	$118.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	MARKHAM	MRK.002	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	MARKHAM		WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	########	0	$143.37	$130.77	$143.37	$274.14			$ 274	$ 274	$ 41.12	$ 315.26	$ 49.35	$ 364.61	$ 419.30	$ 12.58	$ 431.88
ECMH	8/6/2025	MLK	MLK.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	8/6/2025	MLK		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	8/6/2025	MLK	MLK.002	Replace Toilet Carrier Rod	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15			$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	8/6/2025	MLK		Replace Toilet Carrier Rod	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
Emergency	8/6/2025	Montclair		1 Production Delay/Water Shut Off	GF	Khiry Venable	4	########		$163.74	$595.76	$0.00	$ 596	see material backup		$ 596	$ 596	$ 89.36	$ 685.12	$ 107.24	$ 792.36	$ 911.21	$ 27.34	$ 938.55
Emergency	8/6/2025	Montclair		Production Delay/Water Shut Off	Foreman	Danny Rose	4	########		$157.27	$572.60	$0.00	$ 573	see material backup		$ 573	$ 573	$ 85.89	$ 658.49	$ 103.07	$ 761.56	$ 875.79	$ 26.27	$ 902.07
Emergency	8/6/2025	Montclair		Production Delay/Water Shut Off	Journeyman	Ted Navarro	4	########		$143.37	$523.08	$0.00	$ 523	see material backup		$ 523	$ 523	$ 78.46	$ 601.54	$ 84.15	$ 685.70	$ 860.05	$ 24.00	$ 824.05
Emergency	8/6/2025	Montclair		Production Delay/Water Shut Off	Apprentice	Phil Armas	4	########		$129.49	$440.60	$0.00	$ 441	see material backup		$ 441	$ 441	$ 66.09	$ 506.69	$ 79.01	$ 585.00	$ 673.90	$ 20.22	$ 694.11
		Montclair Total																									$ 3,358.76
ECMH	########	Oakland HS	OAK.002	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	Oakland HS		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	Oakland HS		WATER SHUTDOWN	Apprentice	Max Ramirez	1	########	0	$129.49	$118.15	$0.00	$118.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	Oakland HS	CO.#1	Lateral-Piping repair											########	Separate CO	$6,029	########	$1,155.13	$ 9,162.65	########	########	########	$ 253.54	$ 12,138.25
ECMH	########	Oakland HS	OAK.001	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	2	########	0	$157.27	$286.30	$0.00	$286.30	From back-up	$950.69	$ 286	########	$ 185.55	$ 1,422.54	$ 51.53	########	$ 1,695.18	$ 50.86	$ 1,746.03
ECMH	########	Oakland HS		CHROME OFFSET WATER LINE	Journeyman	Carlos Soares	2	########	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$ 412.03
ECMH	2/2/1900	OAKLAND TECH	OAKT.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.16	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	2/2/1900	OAKLAND TECH		REPLACED FLANGE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	2/2/1900	OAKLAND TECH		REPLACED FLANGE	Apprentice	Max Ramirez	1	########	0	$129.49	$118.15	$0.00	$118.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	########	OAKLAND TECH	OAKT.002	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	########	OAKLAND TECH		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	8/7/2025	PARKER	PAR.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
ECMH	8/7/2025	PARKER		WATER SHUTDOWN	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77		$ -	$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	########	PARKER	PAR.002	CHROME OFFSET WATER LINE	Foreman	NICK MACREADIE	1	########	0	$157.27	$143.15	$0.00	$143.15	From back-up	$116.79	$ 143	$ 260	$ 38.99	$ 298.54	$ 25.77	$ 324.70	$ 373.41	$ 11.20	$ 384.61
ECMH	########	PARKER		CHROME OFFSET WATER LINE	Journeyman	Carlos Soares	1	########	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
Emergency	8/7/1958	Piedmont		4 Water Shut Off	GF	Khiry Venable	1	########		$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64
Emergency	8/7/1958	Piedmont		Water Shut Off	Journeyman	Ted Navarro	8	########		$143.37	$1,046.16	$0.00	$ 1,046	see material backup		$1,046	########	$ 156.92	$ 1,203.08	$ 168.31	########	$ 1,600.10	$ 48.00	$ 1,648.10
Emergency	8/7/1958	Piedmont		1 Flange Repair 1842	Journeyman	Ted Navarro	1	########		$143.37	$130.77	$0.00	$ 131	see material backup		$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
Emergency	8/7/1958	Piedmont		Flange Repair 1842	GF	Khiry Venable	1	########		$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64
Emergency	########	Piedmont		2 Extend Water Supply (6)	Foreman	Danny Rose	6	########		$157.27	$858.90	$0.00	$ 859	see material backup		$ 859	$ 859	$ 128.84	$ 987.74	$ 154.60	########	$ 1,313.69	$ 39.41	$ 1,353.10
Emergency	########	Piedmont		Extend Water Supply (6)	GF	Khiry Venable	6	########		$163.74	$983.64	$0.00	$ 984	see material backup		$ 984	$ 984	$ 134.05	$ 1,027.69	$ 160.86	########	$ 1,366.82	$ 41.00	$ 1,407.83
Emergency	########	Piedmont		3 Production Delay/Water Shut Off	GF	Khiry Venable	8	########		$163.74	$1,191.52	$0.00	$ 1,192	see material backup		$1,192	########	$ 178.73	$ 1,370.25	$ 214.47	########	$ 1,822.43	$ 54.67	$ 1,877.10
Emergency	########	Piedmont		Production Delay/Water Shut Off	Foreman	Danny Rose	8	########		$157.27	$1,145.20	$0.00	$ 1,145	see material backup		$1,145	########	$ 171.78	$ 1,316.98	$ 206.14	########	$ 1,751.58	$ 52.55	$ 1,804.13
Emergency	########	Piedmont		Production Delay/Water Shut Off	Journeyman	Ted Navarro	8	########		$143.37	$1,046.16	$0.00	$ 1,046	see material backup		$1,046	########	$ 156.92	$ 1,203.08	$ 188.31	########	$ 1,600.10	$ 48.00	$ 1,648.10
Emergency	########	Piedmont		Production Delay/Water Shut Off	Apprentice	Phil Armas	8	########		$129.49	$881.20	$0.00	$ 881	see material backup		$ 881	$ 881	$ 132.18	$ 1,013.38	$ 158.62	########	$ 1,347.80	$ 40.43	$ 1,388.23
		Piedmont Total																									$ 11,801.89
Emergency	########	Redwood Heights		1 Water Shut Off	GF	Khiry Venable	1	########		$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64
Emergency	########	Redwood Heights		Water Shut Off	Foreman	Garett Marshall	1	########		$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 218.95	$ 6.57	$ 225.52
Emergency	########	Redwood Heights		2 Repair Damaged Water Line	Journeyman	Ted Navarro	4.5	########		$143.37	$588.47	$0.00	$ 588	see material backup		$ 588	$ 588	$ 88.27	$ 676.73	$ 105.52	$ 782.66	$ 900.06	$ 27.00	$ 927.06
Emergency	########	Redwood Heights		Repair Damaged Water Line	GF	Khiry Venable	4.5	########		$163.74	$670.23	$0.00	$ 670	see material backup		$ 670	$ 670	$ 100.53	$ 770.76	$ 120.64	$ 891.41	$ 1,025.12	$ 30.75	$ 1,055.87
Emergency	########	Redwood Heights		Repair Damaged Water Line	GF	Phil Armas	4.5	########		$163.74	$670.23	$0.00	$ 670	see material backup		$ 670	$ 670	$ 100.53	$ 770.76	$ 120.64	$ 891.41	$ 1,025.12	$ 30.75	$ 1,055.87
		Redwood Heights Total																									$ 3,958.65
Emergency	########	Rise Elementary		1 Production Delay/Water Shut Off	GF	Khiry Venable	2	########		$163.74	$297.88	$0.00	$ 298	see material backup		$ 298	$ 298	$ 44.68	$ 342.56	$ 53.63	$ 396.16	$ 455.61	$ 13.67	$ 469.28
Emergency	########	Rise Elementary		Production Delay/Water Shut Off	Foreman	Danny Rose	2	########		$157.27	$286.30	$0.00	$ 286	see material backup		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$ 451.03
Emergency	########	Rise Elementary		Production Delay/Water Shut Off	Journeyman	Ted Navarro	2	########		$143.37	$261.54	$0.00	$ 262	see material backup		$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$ 412.03

Employee	********	Rice Elementary		Production Delay/Water Shut Off	Journeyman	Xudong Bai	2	*******		$143.37	$261.54	$0.00	$ 262	see material backup		$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$347.85	$ 400.03	$ 12.00	$ 412.03
Employee	********	Rice Elementary		Production Delay/Water Shut Off	Apprentice	Phil Armas	2	*******		$129.49	$220.30	$0.00	$ 220	see material backup		$ 220	$ 220	$ 33.05	$ 253.05	$ 39.65	$ 292.60	$ 336.95	$ 10.11	$ 347.06
		Rice Elementary Total																					$ 2,691.42
ECMH	********	RUSDALE	RUS.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	*******	0	$157.27	$286.30	$0.00	$286.30	From back-up		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$380.78	$ 437.90	$ 13.14	$ 451.03
ECMH	********	RUSDALE		WATER SHUTDOWN	Journeyman	Carlos Soares	2	*******	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$347.85	$ 400.03	$ 12.00	$ 412.03
Employee	********	Sequoia		Water Shut Off	Foreman	Garrett	1	*******	0	$157.27	$143.15	$0.00	$ 143	see material backup		$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 216.95	$ 6.57	$ 223.52
Employee	********	Sequoia	1	Water Shut Off	GF	Khiry Venable	1	*******	0	$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64
		Sequoia Total																					$ 460.15
ECMH	7/28-8/3	Shift Work		Night Differential									*******			$2,642	*****	$ 396.30	$ 3,038.76	$ 455.63	*******	$ 4,041.55	$ 121.25	$ 4,162.80
Employee	7/28-8/3	Shift Work	1	Night Differential									$ 2,374			$2,374	*****	$ 356.04	$ 2,729.64	$ 409.25	*******	$ 3,630.42	$ 108.91	$ 3,739.33
ECMH	8/11-8/15	Shift Work		Night Differential									*******			$2,642	*****	$ 396.30	$ 3,038.76	$ 455.63	*******	$ 4,041.55	$ 121.25	$ 4,162.80
Employee	8/18-8/22	Shift Work	3	Night Differential									$ 2,764			$2,764	*****	$ 414.55	$ 3,301.23	$ 501.06	*******	$ 4,257.64	$ 127.73	$ 4,385.37
Employee	8/25-8/29	Shift Work	2	Night Differential									$ 2,374			$2,374	*****	$ 356.04	$ 2,729.64	$ 409.25	*******	$ 3,630.42	$ 108.91	$ 3,739.33
ECMH	8/4-8/8	Shift Work		Night Differential									*******			$2,642	*****	$ 396.30	$ 3,038.76	$ 455.63	*******	$ 4,041.55	$ 121.25	$ 4,162.80
		Shift Work Total																					$ 24,352.43
ECMH	********	SKYLINE	SKY.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	*******	0	$157.27	$286.30	$0.00	$286.30	From back-up	$ -	$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$380.78	$ 437.90	$ 13.14	$ 451.03
ECMH	********	SKYLINE		WATER SHUTDOWN	Journeyman	Carlos Soares	2	*******	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$347.85	$ 400.03	$ 12.00	$ 412.03
Employee	********	Sojourner	1	Production Delay/Water Shut Off	GF	Khiry Venable	2	*******		$163.74	$297.88	$0.00	$ 298	see material backup		$ 298	$ 298	$ 44.68	$ 342.56	$ 51.38	$ 396.18	$ 455.61	$ 13.67	$ 469.28
Employee	********	Sojourner		Production Delay/Water Shut Off	Foreman	Danny Rose	2	*******		$157.27	$286.30	$0.00	$ 286	see material backup		$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$ 451.03
Employee	********	Sojourner		Production Delay/Water Shut Off	Journeyman	Ted Navarro	2	*******		$143.37	$261.54	$0.00	$ 262	see material backup		$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$ 412.03
Employee	********	Sojourner		Production Delay/Water Shut Off	Apprentice	Phil Armas	2	*******		$129.49	$220.30	$0.00	$ 220	see material backup		$ 220	$ 220	$ 33.05	$ 253.35	$ 39.65	$ 293.00	$ 336.95	$ 10.11	$ 347.06
Employee	8/5/2025	Sojourner	2	Production Delay/Water Shut Off	GF	Khiry Venable	8	*******		$163.74	$1,192.52	$0.00	$ 1,192	see material backup		$1,192	*****	$ 178.73	$ 1,370.25	$ 214.47	*******	$ 1,622.43	$ 54.67	$ 1,677.10
Employee	8/5/2025	Sojourner		Production Delay/Water Shut Off	Foreman	Danny Rose	8	*******		$157.27	$1,145.20	$0.00	$ 1,145	see material backup		$1,145	*****	$ 171.76	$ 1,316.96	$ 206.14	*******	$ 1,751.58	$ 52.55	$ 1,804.13
Employee	8/5/2025	Sojourner		Production Delay/Water Shut Off	Journeyman	Ted Navarro	8	*******		$143.37	$1,046.16	$0.00	$ 1,046	see material backup		$1,046	*****	$ 156.92	$ 1,203.08	$ 188.31	*******	$ 1,600.10	$ 48.00	$ 1,648.10
Employee	8/5/2025	Sojourner		Production Delay/Water Shut Off	Apprentice	Phil Armas	8	*******		$129.49	$881.20	$0.00	$ 881	see material backup		$ 881	$ 881	$ 132.18	$ 1,013.38	$ 156.62	*******	$ 1,347.60	$ 40.43	$ 1,388.23
Employee	8/5/2025	Sojourner	3	Replaced Nipple 923	Journeyman	Ted Navarro	8	*******		$143.37	$1,046.16	$0.00	$ 1,046	see material backup		$1,046	*****	$ 156.92	$ 1,203.08	$ 188.31	*******	$ 1,600.10	$ 48.00	$ 1,648.10
Employee	8/5/2025	Sojourner		Replaced Nipple 923	Foreman	Garrett Marshall	8	*******		$157.27	$1,145.20	$0.00	$ 1,145	see material backup		$1,145	*****	$ 171.76	$ 1,316.98	$ 206.14	*******	$ 1,751.58	$ 52.55	$ 1,804.13
		Sojourner Total																					$ 11,649.20
Employee	********	Think College 53	1	Plunge Repair 1643	Journeyman	Ted Navarro	1	*******		$143.37	$130.77	$0.00	$ 131	see material backup		$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
Employee	********	Think College 53		Plunge Repair 1643	GF	Khiry Venable	1	*******		$163.74	$148.94	$0.00	$ 149	see material backup		$ 149	$ 149	$ 22.34	$ 171.28	$ 26.81	$ 198.09	$ 227.80	$ 6.83	$ 234.64
		Think College 53 Total																					$ 440.65
ECMH	8/8/2025	WESTLAKE	WST.001	REPLACED FLANGE	Foreman	NICK MACREADIE	1	*******	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.63	$ 7.88	$ 270.71
ECMH	8/8/2025	WESTLAKE		REPLACED FLANGE	Journeyman	Carlos Soares	1	*******	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	8/8/2025	WESTLAKE		REPLACED FLANGE	Apprentice	Max Ramirez	1	*******	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	8/8/2025	WESTLAKE	WST.002	REPLACED FLANGE	Foreman	NICK MACREADIE	1	*******	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	8/8/2025	WESTLAKE		REPLACED FLANGE	Journeyman	Carlos Soares	1	*******	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	8/8/2025	WESTLAKE		REPLACED FLANGE	Apprentice	Max Ramirez	1	*******	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	8/8/2025	WESTLAKE	WST.003	REPLACED FLANGE	Foreman	NICK MACREADIE	1	*******	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ 33.18	$ 143	$ 176	$ 26.45	$ 202.78	$ 25.77	$ 228.55	$ 262.83	$ 7.88	$ 270.71
ECMH	8/8/2025	WESTLAKE		REPLACED FLANGE	Journeyman	Carlos Soares	1	*******	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
ECMH	8/8/2025	WESTLAKE		REPLACED FLANGE	Apprentice	Max Ramirez	1	*******	0	$129.49	$110.15	$0.00	$110.15			$ 110	$ 110	$ 16.52	$ 126.67	$ 19.83	$ 146.50	$ 168.47	$ 5.05	$ 173.53
ECMH	8/8/2025	WESTLAKE	WST.004	WATER SHUTDOWN	Foreman	NICK MACREADIE	2	*******	0	$157.27	$286.30	$0.00	$286.30	From back-up	$ -	$ 286	$ 286	$ 42.95	$ 329.25	$ 51.53	$ 380.78	$ 437.90	$ 13.14	$ 451.03
ECMH	8/8/2025	WESTLAKE		WATER SHUTDOWN	Journeyman	Jesus Ochoa	2	*******	0	$143.37	$261.54	$0.00	$261.54			$ 262	$ 262	$ 39.23	$ 300.77	$ 47.08	$ 347.85	$ 400.03	$ 12.00	$ 412.03
ECMH	********	WOMS	WOM.001	WATER SHUTDOWN	Foreman	NICK MACREADIE	1	*******	0	$157.27	$143.15	$0.00	$143.15	From back-up	$ -	$ 143	$ 143	$ 21.47	$ 164.62	$ 25.77	$ 190.39	$ 216.95	$ 6.57	$ 223.52
ECMH	********	WOMS		WATER SHUTDOWN	Journeyman	Jesus Ochoa	1	*******	0	$143.37	$130.77	$0.00	$130.77			$ 131	$ 131	$ 19.62	$ 150.39	$ 23.54	$ 173.92	$ 200.01	$ 6.00	$ 206.01
		Grand Total																					$ 151,476.57

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	CAL Shape Design-Build Project	Site	918

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	
	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000
	x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Syserco Energy Solutions, Inc.	Agency's Contact	Scott Meinzen						
OUSD Vendor ID #	004166	Title	President						
Street Address	215 Fourier Avenue, Ste 140	City	Fremont	State	CA	Zip	94539		
Telephone	510-498-1410	Policy Expires							
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No							
OUSD Project #	23140								

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-30-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not to Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$167,256.57
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9961	**Fund 21 Measure Y**	**210-9655-0-9000-8500-6271-918-9180-8105-9999-24176**	**6271**	**$167,256.57**

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head** — **Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities			
	Signature Sele Nadel Hayes (Jan 30, 2026 12:52:52 PST)	Date Approved	Jan 30, 2026	
2.	**General Counsel, Facilities**			
	Signature James Traber	Date Approved	1/23/2026	
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Jan 30, 2026 18:13:10 PST)	Date Approved	Jan 30, 2026	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	26- 0030
Introduction Date	02-11-2026
Enactment Number	26-0267
Enactment Date	2/11/2026 CJH

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Facilities

Board Meeting Date Februrary 11, 2026

Subject Change Order No. 3, Agreement Between the Owner and Design Builder – Syserco Energy Solutions, Inc., – CAL Shape Design-Build Facilities Planning and Management Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 3, Agreement Between the Owner and Design Builder by and between the **District** and **Syserco Energy Solutions, Inc.**, Fremont, CA, for the latter to provide a deductive change order reflecting a credit for the deleted plumbing fixtures that were replaced by the OUSD Buildings & Grounds Department at McClymonds High School, Roosevelt Middle School, Ralph Bunche High School, and Gateway to Laney College Campus in the amount of ($1,419,548.72), reducing the contract price from $11,089,372.83 to $9,669,824.11, as identified in the PCO No. 9, for the CAL Shape Design-Build Facilities Planning and Management Project. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This change reflects the fact that the plumbing scope at these sites is no longer required under this contract. Plumbing at McClymonds High School and Roosevelt Middle School will be fully replaced through separately approved, bond-funded capital projects, and the former Ralph Bunche campus is no longer operated by OUSD and is currently in the process of demolition, with plumbing upgrades previously completed as part of the West Oakland Middle School Project. As a result, the plumbing work included in this agreement would be duplicative or no longer applicable and is therefore being removed.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Change Order No. 3, Agreement Between the Owner and Design Builder by and between the District and Syserco Energy Solutions, Inc., Fremont, CA, for the latter to provide a deductive change order reflecting a credit for the deleted plumbing fixtures that were replaced by the OUSD Buildings & Grounds Department at McClymonds High School, Roosevelt Middle School, Ralph Bunche High School, and Gateway to Laney College Campus in the amount of ($1,419,548.72), reducing the contract price from $11,089,372.83 to $9,669,824.11, as identified in the PCO No. 9, for the CAL Shape Design-Build Facilities Planning and Management Project. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund , Measure Y

Attachments

- Change Order No. 3 and Other Documentsts
- Routing Form
- File ID's: 25-3050, 25-2861 & 24-1938

CHANGE ORDER #3

Owner:	Oakland Unified School District
Project:	CalShape Plumbing Project 24176
School:	Various School
Contractor:	Syserco Energy Solutions
Change Order No.:	#3
Date:	November 19, 2025
DSA File No.:	N/A
DSA Application No.:	N/A
OUSD Project #:	24176
Project Manager:	Mary Ledezma

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

A resurvey and recount determined that many plumbing fixtures had already been replaced by the OUSD Building & Grounds Plumbing Shop. Plumbing fixture quantities and amounts in CalShape's grant award are therefore adjusted to reflect actual existing school conditions. Attached is a spreadsheet of the plumbing deductive amounts for each school per Syserco Energy Solutions Cost Proposal Request #3 dated 9/30/2025.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: **($1,419,548.72)**

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: (20 calendar days)

Director Initials O.G.

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	$12,040,995
Prior Change Orders:	($951,622.17)
Total Contract Price Prior to this Change Order	$11,089,372.83
This Change Order's Adjustment:	($1,419,548.72)
Adjusted Contract Price (include all special and contingency allowances):	$9,669,824.11

Current Change Order's Percentage of Original Contract Price:	(11.79%)
Total Change Orders' Percentage of Original Contract Price:	(19.69%)

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	October 31, 2026
Time extensions granted in prior change orders:	(43) Calendar Days
Time extension granted in this change order:	(20) Calendar Days
Adjusted contract completion deadline:	August 29, 2026

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
Print Name:	Print Name:	Chief of Systems & Services Officer
Signature:	Signature:	Date: 12/5/25
Date:	Date:	
Approved as to Form: James Traber OUSD Facilities Counsel Date: 1/12/2026	Nagib Elzein	

319-6617 1096192 1

Name: Jennifer Brouhard
Title: President, Board of Education

Sign: Date: 2/12/2026

Name: Denise Saddler
Title: Interim Superintendent and Interim Secretary, Board of Education
Sign: Date: 2/12/2026

CHANGE ORDER REQUEST (Proposed Change Order)

No. 9

PROJECT: CalShape Plumbing Project
Various Schools

DATE: NOVEMBER 19, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **SYSERCO ENERGY SOLUTIONS, INC**
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Plumbing deductive to the Contract sum. Attached is Syserco Energy Solutions Cost Proposal Reequest #3 dated 9/30/25.

Reason for this change:
A resurvey and recount determined that many plumbing fixtures had already been replaced by the OUSD Building & Grounds Plumbing Shop. Plumbing fixture quantities and amounts in CalShape's grant award are therefore adjusted to reflect actual existing school conditions. Attached is a spreadsheet of the plumbing deductive amounts for each school.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($1,419,548.72)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(20 deductive calendar days)**

REASON FOR REQUEST (check one or more):
- ___X_ Unforeseen Conditions
- ____ Direction by Government Agency
- ____ Owner Requested
- ____ Design Omission
- ____ Design Error
- ____ Other: _____

Nagib Elzein
_____ *signature*
Nagib Elzein, Syserco Energy Solutions

SYSERCO

Proposed Change Order

OWNER	X
ARCHITECT	
CONTSTRUCTION MANAGER	

PROJECT:
OUSD- CalShape Project
955 High St
Oakland, CA 940601

CONTRACTOR:
Syserco Energy Solutions, Inc.
215 Fourier Ave., Suite 140
Fremont, CA 94539

CHANGE ORDER NO: 3

DATE: 9/30/2025

SYSERCO PROJECT NO: 4003EP21KT

CONTRACT DATE: 8/29/2024

CONTRACT FOR: OUSD - Calshape HVAC & Plumbing

THE CONTRACT IS CHANGED AS FOLLOWS:
Plumbing scope reduction as detailed in the revisod Grant and schedule of values. Many fixtures were replaced after contract issuance.

Acorn Woodland ES		$	(3,619.58)
Allendale ES		$	(10,493.28)
Bella Vista ES		$	(8,744.40)
Bret Harte MS		$	(47,585.86)
Bridges Academy		$	(14,516.74)
Brookfield ES		$	(3,497.76)
Burckhalter ES	Grant used in full	$	-
Carl B Munck ES		$	(69,639.24)
Castlemont ES		$	(3,397.92)
CCPA		$	(23,391.92)
Chabot ES		$	(58,795.00)
Claremont MS	Grant used in full	$	-
Cleveland ES		$	(5,801.60)
Community Day		$	(16,709.67)
Community United ES	Dishwasher deleted in CO #2	$	(45,827.90)
Crocker Highlands ES		$	(9,158.47)
Dewey Academy		$	(3,594.82)
East Oakland Pride ES		$	(18,258.14)
Edna Brewer MS		$	(11,603.20)
Elmhurst MS		$	(3,497.76)
Emerson ES		$	(8,057.60)
Encompass Academy ES	Grant used in full	$	-
Esperanza ES	Grant used in full	$	-
Franklin ES	Deleted school in CO#2		
Fred Korematsu Academy		$	(25,878.46)
Fremont HS		$	(6,061.12)
Frick MS		$	(17,468.75)
Fruitvale ES		$	(3,283.21)
Futures Elementary		$	(14,156.83)
Garfield ES	Deleted school in CO#2		
Global Family	Dishwasher deleted in CO #2	$	(5,363.89)
Grass Valley ES		$	(1,894.80)
Hillcrest ES		$	(16,532.12)
Home and Hospice (Santa Fe)	Deleted school in CO#2	$	-
Hoover ES		$	(14,553.39)
Horace Mann ES		$	(1,748.88)
Howard ES	Grant used in full	$	-
Independent Study Sojourner		$	(39,294.60)
Infant and Preschool		$	(23,282.46)
International Community		$	(1,785.03)
Joaquin Miller ES		$	(25,056.34)

La Escuelita		$	(10,889.98)
Laurel ES		$	(30,100.73)
Life Academy		$	(65,125.52)
Lincoln ES		$	(31,613.06)
Madison Park Academy 6-12		$	(34,539.85)
Madison Park Academy TK-5		$	(1,829.98)
Manzanita Community		$	(2,325.18)
Manzanita SEED		$	(18,025.89)
Markham ES		$	(6,795.84)
Martin Luther King, Jr. Elementary		$	(14,367.89)
McClymonds High	Deleted school in CO#2	$	-
Melrose Leadership		$	(25,184.96)
Metwest		$	(5,801.60)
Montclair ES		$	(5,801.60)
Montera MS		$	(6,392.88)
New Highland Academy		$	(10,615.10)
Oakland High		$	(12,212.70)
Oakland International High		$	(29,854.77)
Oakland Technical High		$	(113,492.61)
Parker Elementary		$	(6,995.52)
Peralta ES	Grant used in full	$	-
Piedmont Ave ES		$	(5,801.60)
Prescott		$	(16,349.31)
Ralph J. Bunche HS	Deleted school in CO#2	$	-
Reach Academy		$	(99,070.73)
Redwood Heights ES	Grant used in full	$	-
Rise Community		$	(23,459.23)
Roosevelt Middle	Deleted school in CO#2	$	-
Rudsdale Continuation	Grant used in full	$	-
Sankofa United	Grant used in full	$	-
Sequoia ES		$	(10,652.73)
Skyline		$	(115,953.31)
Street Academy	Grant used in full	$	-
Think College Now		$	(38,770.48)
Thornhill ES		$	(38,261.00)
United for Success Academy		$	(129.64)
Urban Promise Academy	Grant used in full	$	-
West Oakland Middle		$	(5,984.53)
Westlake Middle		$	(72,599.96)
		$	(1,419,548.72)

Original Contract Sum	$	12,040,995.00
Total Previous Change Orders	$	(951,622.17)
Contract Sum To Date	$	11,089,372.83
This Change Order Amount	$	(1,419,548.72)
Revised Contract Sum	$	9,669,824.11

The Contract Time will be increased by : **0 calendar days.**

Revised Substantial Completion Date: **10/31/2026**

Syserco Energy Solutions	OUSD
CONTRACTOR	**OWNER**
215 Fourier Ave., Suite 140 Fremont, CA 94539	955 High St Oakland, CA 940601
ADDRESS	**ADDRESS**
BY (Signature)	BY (Signature)
DATE	DATE

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	CAL Shape Design-Build Project	Site	918

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Syserco Energy Solutions, Inc.	Agency's Contact	Scott Meinzen				
OUSD Vendor ID #	004166	Title	President				
Street Address	215 Fourier Avenue, Ste 140	City	Fremont	State	CA	Zip	94539
Telephone	510-498-1410	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	23140						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-19-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not to Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	($1,419,548.72)
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9000	**Fund 21 Measure Y**	**210-9655-0-9000-8500-6271-918-9180-8105-9999-24176**	**6271**	**($1,419,548.72)**

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head**	**Phone** 510-535-7038	Fax	510-535-7082
	Executive Director, Facilities			
	Signature Sele Nadel-Hayes (Jan 15, 2026 09:00:18 PST)	Date Approved	Jan 15, 2026	
2.	**General Counsel, Facilities**			
	Signature James Traber	Date Approved	1/12/2026	
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Jan 14, 2026 08:40:51 PST)	Date Approved	Jan 14, 2026	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25- 3050
Introduction Date	01-28-2026
Enactment Number	26-0127
Enactment Date	1/28/2026 os

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Facilities

Board Meeting Date January 28, 2026

Subject Change Order No. 2, Agreement Between the Owner and Design Builder – Syserco Energy Solutions, Inc., – CAL Shape Design-Build Facilities Planning and Management Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 2, Agreement Between the Owner and Design Builder by and between the District and Syserco Energy Solutions, Inc., Fremont, CA, for the latter to provide a deductive change order reflecting a credit for the deleted plumbing scope at McClymonds High School, Roosevelt Middle School, Ralph Bunche High School, and the Gateway to Laney College Campus in the amount of ($630,986.67), reducing the contract price from $11,720,359.50 to $11,089,372.83, as identified in the PCOs No. 1 through 8, for the CALSHAPE Design-Build Facilities Planning and Management Project. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This change reflects the fact that the plumbing scope at these sites is no longer required under this contract. Plumbing at McClymonds High School and Roosevelt Middle School will be fully replaced through separately approved, bond-funded capital projects, and the former Ralph Bunche campus is no longer operated by OUSD and is currently in the process of demolition, with plumbing upgrades previously completed as part of the West Oakland Middle School Project. As a result, the plumbing work included in this agreement would be duplicative or no longer applicable and is therefore being removed.

LBP (Local Business Participation Percentage) 00.00%

Recommendation This deductive change order reflects prudent fiscal controls by avoiding duplication of scope and ensuring that District funds are aligned with approved capital projects and current site operations. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund , Measure Y

Attachments

- Change Order No. 2 and Other Documentsts
- Routing Form
- File ID: 25-2861 & 24-1938

CHANGE ORDER

Owner:	Oakland Unified School District
Project:	CalShape Plumbing Project 24176
School:	Various School
Contractor:	Syserco Energy Solutions
Change Order No.:	_#2
Date:	September 12, 2025
DSA File No.:	N/A
DSA Application No.:	N/A
OUSD Project #:	24176
Project Manager:	Mary Ledezma

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):
PCO#1Plumbing scope deleted for McClymonds HS ($2008.16)
PCO#2Plumbing scope deleted at Roosevelt HS ($10,590.34)
PCO#3Plumbing scope deleted at Garfield ($35,059.39)
PCO#4 Plumbing scope deleted at Ralph Bunche ($72,712.68)
PCO#5 Plumbing scope deleted at Franklin ES ($264,384.97)
PCO#6 Plumbing scope deleted at Global Family ($68,980.16)
PCO#7 Plumbing scope deleted at Community United (lockwood) ($104,447.48)
PCO#8 Plumbing scope deleted at Home & Hospital (Lakeview) ($72,803.49)

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: ($630,986.67)

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: (27 calendar days)

Director Initials _O.G._

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	$12,040,995
Prior Change Orders:	($320,635.50)
Total Contract Price Prior to this Change Order	$11,720,359.50
This Change Order's Adjustment:	($630,986.67)
Adjusted Contract Price (include all special and contingency allowances):	$11,089,372.83
Current Change Order's Percentage of Original Contract Price:	(5.24%)
Total Change Orders' Percentage of Original Contract Price:	(7.9%)

NOTE: Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	October 31, 2026
Time extensions granted in prior change orders:	(16) Calendar Days
Time extension granted in this change order:	(27) Calendar Days
Adjusted contract completion deadline:	September 18, 2026

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
Print Name:	Print Name:	Chief of Systems & Services Officer
Signature:	Signature:	Date: 10/31/25
Date:	Date:	
Approved as to Form: James Traber OUSD Facilities Counsel Date: 12/18/25	Digitally signed by Nagib Elzein DN: C=US, E=nelzein@sysgroup.com, O=Sysgroup Energy Solutions Inc, OU=Operations Manager, CN=Nagib Elzein Reason: I am approving this document Date: 2025.10.20 16:07:19-07'00' Nagib Elzein	

319-661/7106499.1

Digitally signed by Olakunle Gbadamosi
DN: C=US, E=gbadamosi@bwcinnacl.com, O=Bernhard & Co. Nicky, OU=Middleman/Mediation, CN=Olakunle Gbadamosi
Reason: I have reviewed this document
Olakunle Gbadamosi

1/29/2026
Jennifer Brouhard, President, BOE

1/29/2026
Denise G. Saddler, EdD, Interim Superintendent and Interim Secretary, Board of Education

CHANGE ORDER REQUEST (Proposed Change Order)

No. 1

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING labor and material at McClymonds High School.

Reason for this change:
McClymonds will undergo a major modernization starting Summer 2025-2027.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($2008.16)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(0 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein
DN: C=US, E=n.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 2

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **SYSERCO ENERGY SOLUTIONS, INC**
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING labor and material at Roosevelt High School.

Reason for this change:
Roosevelt will undergo a major modernization starting Summer 2025-2027.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($10,590.34)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(3 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein
DN: C=US, E=n.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.11.05 15:24:38-08'00'

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 3

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING labor and material at Garfield Elementary

Reason for this change:
Garfield will undergo a major modernization starting Summer 2025-2027.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($35,059.39)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(3 deductive calendar days)**

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein DN: C=US, E=n.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein Reason: I am approving this document

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 4

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **SYSERCO ENERGY SOLUTIONS, INC**
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING labor and material at Ralph Bunche High School.

Reason for this change:

Ralph Bunche Academy is no longer located at the Hillside campus.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($72,712.68)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(3 deductive calendar days)**

REASON FOR REQUEST (check one or more):

- ____ Unforeseen Conditions
- ____ Direction by Government Agency
- X **Owner Requested**
- ____ Design Omission
- ____ Design Error
- ____ Other: _____

Digitally signed by Nagib Elzein
DN: C=US, E=n.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.11.05 15:25:32-08'00'

Nagib Elzein
_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 5

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING and dishwasher equipment at Franklin Elementary.

Reason for this change:
Plumbing work already completed by Building & Grounds Summer 2025.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($264,384.97)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(5 deductive calendar days)**

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein
DN: C=US, E=nelzein@syserco-es.com, O=Syserco Energy Solutions Inc, OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.11.03 15:28:36-08'00'

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 6

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **SYSERCO ENERGY SOLUTIONS, INC**
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING for dishwasher equipment at Global Family Elementary

Reason for this change:
The school uses disposal trays and recyclable utensils

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($68,980.16)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(5 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein DN: C=US, E=n.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein Reason: I am approving this document

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 7

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **SYSERCO ENERGY SOLUTIONS, INC**
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING for dishwasher equipment at Community United (Lockwood Steam Academy)

Reason for this change:
The school uses disposal trays and recyclable utensils

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($104,447.48)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(5 deductive calendar days)**

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Digitally signed by Nagib Elzein
DN: C=US, E=nelzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.11.05 15:26:23-08'00'

Nagib Elzein
_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 8

PROJECT: CalShape Plumbing Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24176
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of PLUMBING including labor & materials at Lakeview (formally Home & Hospital)

Reason for this change:

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($72,803.49)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(3 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein DN: C=US, E=an.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib S. Ronson; I am approving this document Date: 2025.11.05 15:23:32-08'00'

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	CAL Shape Design-Build Project	Site	918

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Syserco Energy Solutions, Inc.	Agency's Contact	Scott Meinzen				
OUSD Vendor ID #	004166	Title	President				
Street Address	215 Fourier Avenue, Ste 140	City	Fremont	State	CA	Zip	94539
Telephone	510-498-1410	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	23140						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	9-18-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not to Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	($630,986.67)
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9000	**Fund 21 Measure Y**	**210-9655-0-9000-8500-6271-918-9180-8105-9999-24176**	**6271**	**($630,986.67)**

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head**	**Phone** 510-535-7038	Fax	510-535-7082
	Executive Director, Facilities			
	Signature Sele Nadel-Hayes (Jan 2, 2026 09:41:26 PST)	Date Approved	Jan 2, 2026	
2.	**General Counsel, Facilities**			
	Signature James Traber	Date Approved	12/18/25	
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Dec 26, 2025 14:57:31 MST)	Date Approved	Dec 26, 2025	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-2861
Introduction Date	01-14-2026
Enactment Number	26-0085
Enactment Date	1/14/2026 CJH

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Facilities

Board Meeting Date January 14, 2026

Subject Change Order No. 1 Agreement Between the Owner and Design Builder – Syserco Energy Solutions, Inc., – CAL Shape Design-Build Facilities Planning and Management Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between the Owner and Design Builder for Change Order No. 1 by and between the District and Syserco Energy Solutions, Inc., Fremont, CA, for the latter to provide a deductive change order for credit due to the deletion of ventilation scope at McClymonds HS, Roosevelt MS, Ralph Bunche HS, and Gateway to Laney College Campus in the amount of ($320,635.50), reducing the contract price from $12,040,995.00 to $11,720,359.50, as identified in the PCO's No. 1 through 4, for the CAL Shape Design-Build Facilities Planning and Management Project. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is a deductive credit for deletion to the ventilation scope for sites mentioned above.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Agreement Between the Owner and Design Builder for Change Order No. 1 by and between the District and Syserco Energy Solutions, Inc., Fremont, CA, for the latter to provide a deductive change order for credit due to the deletion of ventilation scope at McClymonds HS, Roosevelt MS, Ralph Bunche HS, and Gateway to Laney College Campus in the amount of ($320,635.50), reducing the contract price from $12,040,995.00 to $11,720,359.50, as identified in the PCO's No. 1 through 4, for the CAL Shape Design-Build Facilities Planning and Management Project. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 40 Special Reserve Capital Measure Y

Attachments

- Change Order No. 1 and Other Documentsts
- Routing Form
- File ID: 24-1938

CHANGE ORDER #1

Owner:	Oakland Unified School District
Project:	CalShape Ventilation Project 24140
School:	Various School
Contractor:	Syserco Energy Solutions
Change Order No.:	#1
Date:	September 12, 2025
DSA File No.:	N/A
DSA Application No.:	N/A
OUSD Project #:	24140
Project Manager:	Mary Ledezma

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):
PCO#1Ventilation scope is deleted for McClymonds HS due to ongoing modernization project
PCO#2 Ventilation scope is deleted at Roosevelt HS due to ongoing modernization project
PCO#3 Ventilation scope deleted at Ralph Bunche HS formally at the 1240 18th Street campus.
PCO#4 Ventilation scope deleted at Gateway to Laney College. This location is leased.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: ($320,635.50)

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: (16 calendar days)

Director Initials O.G.

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	$12,040,995
Prior Change Orders:	$0.00
Total Contract Price Prior to this Change Order	$12,040,995
This Change Order's Adjustment:	($320,635.50)
Adjusted Contract Price (include all special and contingency allowances):	$11,720,359.50

Current Change Order's Percentage of Original Contract Price:	~~0%~~	2.66%
Total Change Orders' Percentage of Original Contract Price:	~~(.0266%)~~	2.66%

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	October 31, 2026
Time extensions granted in prior change orders:	(0) Calendar Days
Time extension granted in this change order:	(16) Calendar Days
Adjusted contract completion deadline:	October 15, 2026

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
Print Name:	Print Name:	Chief of Systems & Services Officer
Signature:	Signature:	Date: 10/31/25
Date:	Date:	
Approved as to Form: OUSD Facilities Counsel Date:	Nagib Elzein Digitally signed by Nagib Elzein DN: C=US, E=n.elzein@sysserco-es.com, O=Systems Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein Reason: I am approving this document Date: 2025.10.20 16:33:43:07 00'	

Name: Jennifer Brouhard
Title: President, Board of Education

Sign: _____ Date: 1/15/2026

Name: Denise G. Saddler, Ph.D.
Title: Interim Superintendent and Interim Secretary, Board of Education

Sign: _____ Date: 1/15/2026

CHANGE ORDER REQUEST (Proposed Change Order)

No. 1

PROJECT: CalShape Ventilation Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 23140
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of VENTILATION labor, material at McClymonds High School

Reason for this change:
McClymonds will undergo a major modernization starting Summer 2025-2027.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($136,932.96)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(5 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 2

PROJECT: CalShape Ventilation Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 23140
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of VENTILATION labor, material at Roosevelt High School

Reason for this change:
Roosevelt will undergo a major modernization starting Summer 2025-2027.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($105,653.69)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(5 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein
DN: C=US, E=n.elzein@syserco-es.com, O=Syserco Energy Solutions Inc., OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.09.09 37 39-0 80 0'

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 3

PROJECT: CalShape Ventilation Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 23140
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of VENTILATION labor, material at Gateway to Laney College.

Reason for this change:

Gateway to Laney College is a leased site, not owned by OUSD.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($18,023.18)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(3 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein Digitally signed by Nagib Elzein
DN: C=US, E=nelzein@syserco-es.com, O=Syserco Energy Solutions Inc, OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.09.11 08:30:36 -07'00'

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

CHANGE ORDER REQUEST (Proposed Change Order)

No. 4

PROJECT: CalShape Ventilation Project
Various Schools

DATE: SEPTEMBER 11, 2025

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 23140
PROJECT MANAGER: Mary Ledezma

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: SYSERCO ENERGY SOLUTIONS, INC
215 Fourier Avenue Suite 140
Fremont CA 94539

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Deductives to the Contract sum for the deletion of VENTILATION labor, material at Ralph Bunche High School.

Reason for this change:

Ralph Bunche Academy is no longer located at the Hillside campus.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **($60,025.67)**

PROPOSED ADJUSTMENT TO CONTRACT TIME: **(3 deductive calendar days)**

REASON FOR REQUEST (check one or more):

____ Unforeseen Conditions
____ Direction by Government Agency
X **Owner Requested**
____ Design Omission
____ Design Error
____ Other: _____

Nagib Elzein

Digitally signed by Nagib Elzein
DN: C=US, E=nelzein@syserco.es.com, O=Syserco Energy Solutions, Inc., OU=Operations Manager, CN=Nagib Elzein
Reason: I am approving this document
Date: 2025.11.06 09:55:13-08'00'

_____ *signature*
Nagib Elzein, Syserco Energy Solutions

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	CAL Shape Design-Build Project	Site	918

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	
	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000
	x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Syserco Energy Solutions, Inc.	Agency's Contact	Scott Meinzen						
OUSD Vendor ID #	004166	Title	President						
Street Address	215 Fourier Avenue, Ste 140	City	Fremont	State	CA	Zip	94539		
Telephone	510-498-1410	Policy Expires							
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No							
OUSD Project #	23140								

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	10-15-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not to Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	($320,635.50)
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9028/9961	**Fund 40**	**400-9028-0-9961-8500-6271-918-9180-8106-9999-23140**	**6271**	**($320,635.50)**

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature Sele Nadel-Hayes (Dec 11, 2025 17:07:44 PST)		Date Approved	Dec 11, 2025	
2.	**General Counsel, Facilities**				
	Signature James Traber		Date Approved	12/8/2025	
3.	**Chief Systems and Services Officer**				
	Signature Preston Thomas (Dec 11, 2025 08:57:20 PST)		Date Approved	Dec 11, 2025	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	24-1938
Introduction Date	8-21-2024
Enactment Number	24-1550
Enactment Date	8/28/2024 os

Memo

To Facilities Committee

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer - Kenya Chatman, Executive Director, Division of Facilities Planning and Management

.

Board Meeting Date August 21, 2024

Subject Agreement Between the Owner and Design Builder – Syserco Energy Solutions, Inc., – CAL Shape Design-Build Ventilation and Plumbing Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education, upon recommendation by the Facilities Committee, of an Agreement Between the Owner and Design Builder by and between the District and Syserco Energy Solutions, Inc., Fremont, CA, for the latter provide design and construction services for the CAL Shape Design-Build Ventilation and Plumbing Project, as describe in Exhibit A - Scope of Work, incorporated herein by reference as though fully set forth, in the not-to-exceed amount of $12,040,995.00, with work scheduled to commence on August 29, 2024, and scheduled to last until October 31, 2026.

Discussion Syserco was procured after issuing an RFQ/P for design-build services.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Facilities Committee Meeting of the Agreement Between the Owner and Design Builder by and between the District and Syserco Energy Solutions, Inc., Fremont, CA, for the latter provide design and construction services for energy conservation projects for the CAL Shape Design-Build Ventilation and Plumbing Project, in the not-to-exceed amount of $12,040,995.00, with work scheduled to commence on August 29, 2024, and scheduled to last until October 31, 2026, pursuant to the Agreement.

Fiscal Impact Fund 40 Special Reserve Capital Measure Y

Attachments

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. **24-1938**

Department: **Facilities Planning and Management**

Vendor Name: **Syserco Energy Solutions, Inc.**

Project Name: **CAL Shape Projects** **Project No.:** **23140**

Contract Term: Intended Start: **August 29, 2024** Intended End: **October 31, 2026**

Total Cost Over Contract Term: **$12,040,995.00**

Approved by: **Preston Thomas**

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Syserco was selected through an RFQ/P process.

Summarize the services or supplies this contractor or vendor will be providing.

Syserco Inc., will furnish and complete the projects funded by the CalShape Grants that OUSD is awarded through the CalShape Program.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The District received proposals through an RFQ/P process and worked with a consultant to confirm pricing was reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☒ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $114,500 or less (as of 1/1/24)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $114,500 (as of 1/1/24)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $114,500 (as of 1/1/24)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Syserco Energy Solutions, Inc. is providing design-build services for the CAL Shape projects for the District.

Docusign Envelope ID: E11D4286-CCB9-4D5B-831E-A5F9D22E12EA

AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER

This Construction Agreement ("Agreement") is entered into as of August 29, 2024 ("Effective Date"), by and between the Oakland Unified School District, a California public school district ("District" or "Owner") and Syserco Energy Solutions, Inc., California contractor's license # 991301 ("Design-Builder").

RECITALS

A. District is undertaking a Project ("Project") as described in **Exhibit A**, and at the locations described in **Exhibit A**, attached hereto and incorporated herein by reference (each a "Site").

B. The District has elected to use the Design-Build construction process, pursuant to Education Code section 17250.10, et seq. To that end, the District issued a Request for Proposals, and determined that Design-Builder's proposal was in the best interest of the District.

C. The District's Governing Board, has selected Design-Builder as the successful company after a competitive selection process.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, the parties agree as follows:

1. Compensation.

   A. Design-Builder agrees to design and construct the improvements set forth in the Scope of Work, **Exhibit A**, and in accordance with the District's Construction Work Schedule and Site Provisions, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference ("Work"). The District agrees to pay Contractor the Contract Sum of **Twelve Million, Forty Thousand Nine Hundred Ninety-Five Dollars No/100 ($12,040,995.00)** ("Contract Sum") for work satisfactorily performed for the Project after receipt of properly documented and submitted Applications for Payment, and to make payments as provided in the General Conditions.

2. Design Services; Standard of Care.

Design-Builder further agrees to perform the design services as set forth in in the Scope of Work, attached here to as **Exhibit A,** which shall include preparation of the Plans and Specifications for the Project, utilizing the services of a licensed architect and such licensed engineers ("Design Professionals") as may be necessary. Any such Plans and Specifications shall meet all of the requirements of the Scope of Work attached hereto as **Exhibit A**. If the approval of the Division of the State Architect ("DSA") is necessary for any portion of the design of the Project, Design-Builder shall obtain such approval as part of the Scope of Work. Submissions to the DSA shall be made in a timely manner, so as not to slow the progress of the work. The Design-Builder agrees

Docusign Envelope ID: E11D4286-CCB9-4D5B-831E-A5F9D22E12EA

to perform such design services as expeditiously as is consistent with professional skill and care and the orderly progress of the District's Project.

All design services performed by Design-Builder and its Design Professionals under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by Design Professionals in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the design services required by the District; and all such design services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, including any access requirements under state or federal law, including but not limited to the Americans with Disabilities Act ("ADA"). Design-Builder and its Design Professionals shall be responsible for the completeness and accuracy of any drawings, renderings, and specifications as may be required pursuant to the Scope of Work. The District shall have the right to add or delete from the Design-Builder's Scope of Work as it may deem necessary for the best interests of the Project and/or the District.

3. Design-Builder's Consultants.

Design-Builder shall submit, for written approval by the District, the names of any consultants that Design-Builder proposes to use in connection with its work under this Agreement. Nothing in this Agreement shall create any contractual relationship between the District and any consultants employed by the Contractor under the terms of this Agreement. Design-Builder's consultants shall be licensed to practice in California and have relevant experience with California school construction during the last five years.

4. Scope of Construction Work; Licensing.

Design-Builder agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to expeditiously perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project, all in strict compliance with the Plans and Specifications therefor and other contract documents relating thereto. The Design-Builder and the District agree that all of the documents listed in Article 1.1.1 of the General Conditions (which General Conditions are attached hereto as **Exhibit C**) form the Contract Documents, which form the Contract (as defined therein). In accordance with Section 3300 of the Public Contract Code, Design-Builder warrants and represents that Design-Builder has a Class B and C-10 license that it shall maintain in good standing for the duration of Design-Builder's work on the Project.

During the Work, the Design-Builder shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

5. Time to Complete and Liquidated Damages.

Time is of the essence in this Agreement, and it is important to the District to begin energy savings

Docusign Envelope ID: E11D4286-CCB9-4D5B-831E-A5F9D22E12EA

through each of the ECMs according to the Construction Work Schedule. All Work shall be completed by **October 31, 2026** the "Contract Time." Failure to Complete the Project within the time established herein and in the manner provided for by the Contract Documents shall subject the Design-Builder to liquidated damages in an amount stated below.

The site for the Contract will not be available to the Design-Builder for construction on the dates indicated in **Exhibit B**. The Design-Builder shall not be entitled to time extensions for lack of access to the site on these dates.

The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Work were not Completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages, which the District would suffer in the event of delay, include, but are not limited to, loss of the use of part or all of the Work, disruption of activities, costs of administration, supervision, the loss and inconvenience suffered by the public, and the payment of unnecessary additional energy costs.

Accordingly, the parties agree that **$3,000 per calendar day** of delay shall be the damages which the Owner shall directly incur upon failure of the Design-Builder to Complete the Work within the Contract Time as described above. Accordingly, the parties agree that the following amounts shall be the damages which the Owner shall directly incur for the specified failures of the Design-Builder.

If the Design-Builder becomes liable under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold from any progress payments and withhold from any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Design-Builder until the liability of the Design-Builder under this Section has been finally determined. If the withholdings are not sufficient to discharge all liabilities of the Design-Builder incurred under this Agreement, then the Design-Builder and its sureties shall continue to remain liable to the District for such liabilities until all such liabilities are satisfied in full.

If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, then the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

6. Ownership of Documents.

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder and its Design Professionals under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the current Project) under Education Code section 17316. If the District reuses such

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work and retains another certified design professional for the re-use, the District shall indemnify and hold harmless the Design-Builder and its Design Professionals from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

The Design-Builder will provide the District with a complete set of any reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder or its Design Professionals under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Design-Builder's files for a period of no less than three (3) years. Design-Builder shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

7. Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder or its Design Professionals under this Agreement, not only as they relate or may relate to the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code section 17316. The Design-Builder shall require its Design Professionals to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of the Design Professionals performed under this Agreement. If the District reuses such work and retains another certified design professional for the re-use, the District shall indemnify and hold harmless the Design-Builder and its Design Professionals from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

8. Prevailing Wages.

The Project is a public work, and the Work shall be performed as a public work and pursuant to the provisions of Section 1770 *et seq*. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or

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type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Design-Builder and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Design-Builder and any subcontractor under the Design-Builder as a penalty to the District shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Design-Builder.

The Design-Builder and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the DIR in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. For any contract over Twenty-Five Thousand Dollars ($25,000), in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq*.) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq*.) of the Labor Code.

9. Working Hours.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Design-Builder or a subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Design-Builder and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Standards Enforcement. The Design-Builder shall as a penalty to the District forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Design-Builder or by any subcontractor for

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each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

10. Apprentices.

The Design-Builder agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that Design-Builders and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that Design-Builders and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Design-Builder for all apprenticeable occupations.

11. DSA Oversight Process.

If any of the Project Scope is subject to DSA Oversight Process, the Design-Builder must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the District's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District's representatives, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Design-Builder shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Design-Builder's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Design-Builder's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

12. Indemnification and Insurance; Bonds.

To the fullest extent permitted by law, Design-Builder shall defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees as provided in the General Conditions.

By this statement the represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Design-Builder shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty

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(30) days' notice of cancellation.

Design-Builder shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be $1,000,000 per accident for bodily injury and property damage combined single limit.

Design-Builder shall provide the performance and payment bonds required by the General Conditions. All bonds shall be submitted on the District's approved forms, which are attached hereto as **Exhibits D** and **E**, respectively.

13. Changes.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in Section 2 B, above, and in the General Conditions.

14. Independent Design-Builder.

Design-Builder, in the performance of this Agreement, shall be and act as an independent contractor. Design-Builder shall be responsible for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Design-Builder's employees.

15. Tax Benefits.

Unless otherwise specified in this Contract, Design-Builder is solely entitled to claim tax benefits available under section 179D of the Internal Revenue Code (EPAct), or its successor.

16. Entire Agreement.

The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the District's award of the Project to Design-Builder, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

17. Execution of Other Documents.

Design-Builder shall create a Final Binder according to the specifications outlined in **Exhibit F**. Two (2) hard copies and one (1) electronic copy shall be provided to the District. Delivery of the Final Binder is required for final payment of the Contract Sum. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

18. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate

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signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

19. Binding Effect.

Design-Builder, by execution of this Agreement, acknowledges that Design-Builder has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Design-Builder and the District and their respective successors and assigns.

20. Severability; Governing Law; Choice of Forum.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Alameda County, subject to transfer of venue under applicable State law.

21. Amendments.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement or change order signed by the parties and approved or ratified by the District's Governing Board.

22. Assignment of Contract.

The Design-Builder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.

23. Written Notice.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

24. Project Labor Agreement, Local Hire, CalShape Provisions. Design-Builder shall comply with all provisions of the District's Project Labor Agreement and shall comply with the District's Local Business Utilization and Local Hire Policies. Design-Builder shall comply with applicable terms of the District's CalShape Grant Agreement.

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board,

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P.O. Box 26000, Sacramento, CA 95826.

OAKLAND UNIFIED SCHOOL DISTRICT

8/29/2024

Benjamin Davis, President Date
Board of Education

8/29/2024

Kyla Johnson-Trammell, Superintendent Date
And Secretary, Board of Education

Preston Thomas (Aug 13, 2024 14:06 PDT)

Aug 13, 2024

Preston Thomas, Chief Systems Date
And Services Officer

Approved As To Form

James Traber 8/13/24

OUSD Facilities General Counsel Date

SYSERCO ENERGY SOLUTIONS, INC.
A California Corporation

By Majd Khleif
Name: Majd Khleif
Title: Chief Executive Officer

Date 08/13/24

By Derek Eggers
Name: Derek Eggers
President

Date 08/13/24

NOTE: Design-Builder must give the full business address of the Design-Builder and sign with Design-Builder's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer, or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

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EXHIBIT A

SCOPE OF WORK

The Scope of Work shall include all necessary design, labor, materials and equipment to perform the following services at the District school sites listed as described in the District's Request for Proposals and CalShape Grant Agreements, each of which is incorporated herein by reference, along with additional services as specified by the District.

SYSERCO ENERGY SOLUTIONS

Oakland Unified School District

Proposal to Provide Design-Build Services for Oakland Unified School District Energy Conservation Project CalSHAPE Program, Project #24130

Presented to:

Oakland Unified School District
955 High Street
Oakland, CA 94601

Presented by:

Syserco Energy Solutions, Inc.

May 31, 2024

SYSERCO ENERGY SOLUTIONS, INC.
215 Fourier Avenue, Suite 140
Fremont, CA 94539
707.227.6377 (mobile)
g.johnson@syserco-es.com

May 31, 2024

Ms. Kenya Chatman, Executive Facilities Director
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Proposal to Provide Design-Build Services for Oakland Unified School District
Energy Conservation Project – CalSHAPE Program, Project #24130

Dear Ms. Chatman,

Syserco Energy Solutions, Inc. (SES) is pleased to present the enclosed proposal in response to Oakland Unified School District's (OUSD or District) Request for Proposals to Provide Design-Build Services for OUSD Energy Conservation Project CalSHAPE Program Project #24130 released on May 22, 2024.

Our team is interested in continuing our ongoing working relationship with OUSD and expanding our work in the great state of California. We have successfully completed or contracted over $160 million in energy efficiency projects, including dozens of K-12 school districts in the state.

Our Experience with CalSHAPE and K-12 Schools

- We have worked with **32** California K-12 school districts who have applied for CalSHAPE funding, totaling over **$26.5 million** in CalSHAPE grant funds.
- These projects are comprised of **$17.3 million** in CalSHAPE Ventilation Program funding and **$9.2 million** in CalSHAPE Plumbing Program funding.
- We have developed **$95 million** in energy upgrade projects for K-12 school districts.
- Over **55%** of our customers are public K-12 school districts.

Important Note About OUSD's Eligible CalSHAPE Funding

Our team is extremely familiar with all aspects of the CalSHAPE grant programs. We are experienced in helping our customers apply for and receive the maximum CalSHAPE grant allocation and we are knowledgeable in the detailed administrative requirements associated with CalSHAPE reporting and project closeout requirements.

During our review and analysis of OUSD's approved grant funding, we learned of an additional $126,456 in available grant funds that are not outlined in the District's RFP. This funding applies to the American Indian Public Charter and American Indian Public Charter II schools. Should the District select our team for this project, we would be happy to meet with your staff to discuss the details of how this funding can be secured and added to the scope of work.

We have provided CalSHAPE related services for the following school districts:

- Amador County Unified School District
- Berkeley Arts Magnet at Whittier
- Berkeley Unified School District
- Big Oak Flat Groveland Unified School District
- Calaveras Unified School District
- Chowchilla Elementary School District
- Dos Palos Oro Loma Joint Unified School District
- Emery Unified School District
- Enterprise Elementary School District
- Firebaugh-Las Deltas Unified
- Gateway Unified School District
- Grass Valley Charter School
- Lake County Office of Education
- Los Banos Unified School District
- Lucia Mar Unified School District
- Nevada City School District
- Nevada County Superintendent of Schools
- Penn Valley Union Elementary School District
- Pollock Pines Elementary School District
- Rescue Union School District
- River Delta Unified School District
- Rocky Point Charter School
- Roseland Public Schools
- Santa Rita Union Elementary
- Santa Rosa Charter School for the Arts
- Santa Rosa City Schools
- Santa Rosa French American Charter School
- Soquel Union Elementary School District
- Spreckels Union School District
- Union Hill School District
- Vantage Point Charter School
- Washington Union Elementary School District
- Yolo County Office of Education

We are Rooted in the Bay Area

Many of our team members are true and proud Californians, having attended the state's K-12 schools, community colleges and California State Universities. Generation after generation, we have grown here, chosen to raise our children here, and strive to support our local communities right here in the Golden State. We help public and private school districts upgrade their classrooms, offices, outdoor facilities, and other shared spaces so that educators can focus on inspiring children in their care in comfortable, safe, and energy efficient environments.

Familiarity with Oakland Unified School District

In addition to being rooted in the Bay Area with offices in Fremont and Petaluma, Syserco is also extremely familiar with the District's school campuses and their mechanical, electrical, and controls systems. As an existing Controls Systems Service provider, the Syserco team has worked with OUSD staff for many years to help operate and maintain the various HVAC controls systems throughout the District. Our technicians have spent countless hours onsite with District staff to provide a multitude of services that enhance control and functionality of HVAC related equipment. Our familiarity with the various campus layouts, access to mechanical rooms, and knowledge of existing HVAC equipment will provide immense value in delivering a successful CalSHAPE project.

Our CalSHAPE Projects

Below is a sampling of our CalSHAPE work.

Santa Rosa City Schools, Santa Rosa, CA

We have contracted $35 million in energy related projects for this district, including both plumbing and ventilation CalSHAPE projects contracted at nearly $5 million. This district encompasses approximately 26 sites and over 1.9 million square feet. District facilities included in these CalSHAPE projects included 1,144 classrooms across 16 schools.

Berkeley Unified School District, Berkeley, CA

We have contracted $6.7 million in upgrades including $94k for CalSHAPE-funded scope of work. The project also includes numerous energy conservation measures across the entire District campus.

Gateway Unified School District, Redding, CA

This $500k project includes CalSHAPE-funded HVAC assessments, filter installations, installation of CO2 sensors, controls upgrades, and HVAC equipment replacements including a fuel switch from natural gas to air-sourced heat pumps. The CalSHAPE portion of this project is complete, but the solar portion is still in construction. This project is currently under construction and takes place at seven district sites including the assessment and maintenance of 189 HVAC units, replacement of 471 filters, and installation of 157 CO2 sensors.

Dos Palos-Oro Loma Joint Unified School District, Dos Palos, CA

We have contracted $2.75 million in energy related projects with $668k dedicated to the CalSHAPE Ventilation project. This district's CalSHAPE program was implemented at 6 schools, with the assessment of 128 HVAC units, replacement of 880 filters, and installation of 211 CO2 sensors.

Firebaugh Las Deltas Unified School District, Firebaugh, CA

We have contracted $8.5 million in energy related projects with this district, including $568k for their CalSHAPE Ventilation project. The CalSHAPE project was implemented at 5 schools and included the assessment of 164 HVAC units, replacement of 430 filters, and installation of 215 CO2 sensors.

Project Labor Agreement

Our team has reviewed the Project Labor Agreement statutes and will provide a skilled and trained workforce for this CalSHAPE project. Our California Department of Industrial Relations (DIR) registration number is 1000545743.

Acknowledgement of Addenda

We have received and reviewed the following addenda issued by the District:

- Addendum No. 1 – Issued May 6, 2024
- Addendum No. 2 – Issued May 8, 2024
- Addendum No. 3 – Issued May 10, 2024
- Addendum No. 4 – Issued May 16, 2024
- Addendum No. 5 – Issued May 29, 2024

Thank you for the opportunity to present our proposal to perform CalSHAPE services for Oakland Unified School District.

Sincerely,

Gabe Johnson

Gabe Johnson
Account Executive
Syserco Energy Solutions, Inc.

Scott Meinzen

Scott Meinzen
Vice President & General Manager
Syserco Energy Solutions, Inc.

EXHIBIT C

DOCUMENTS TO BE SUBMITTED WITH PROPOSAL

- ☑ **Proposal form**
- ☑ **Noncollusion Declaration**
- ☑ **Designation of Subcontractors**
- ☑ **Sufficient Funds Declaration**
- ☑ **Workers' Compensation Certification**
- ☑ **Drug-Free Workplace Certification**
- ☑ **Iran Contracting Act Certification**
- ☑ **Fingerprinting Notice and Acknowledgement – Non-Construction Services**
- ☑ **Fingerprinting Notice and Acknowledgement – Construction**
- ☑ **DVBE Certification**
- ☑ **DVBE Worksheet**
- ☑ **Schedule Z Debarment Suspension Certification**
- ☑ **Local Business Utilization Worksheet**

PROPOSAL FORM

PROPOSAL TO:

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601
ATTN: KENYA CHATMAN, EXECUTIVE DIRECTOR

PROPOSAL FOR:

The design and construction of the CalSHAPE Program Project at the Oakland USD School ("Contract"), which is part of the CalSHAPE Program Project project ("Project").

PROPOSAL FROM:

Name of Proposer: Syserco Energy Solutions, Inc.

Address: 215 Fourier Avenue, Suite 140

Fremont, CA 94539

Phone: 510.498.1410 Fax: 510.609.6130

The undersigned proposer hereby proposes to furnish all labor, materials, equipment, tools, and services necessary to perform all design and construction work required for the Contract under the proposal schedule, in accordance with the entire Request for Proposals, including the Instructions and all exhibits, and in accordance with all subsequent additions, deletions or revisions to the Request for Proposals issued by the District prior to deadline for the submittal of the proposals for the Contract.

The proposer must propose on all items and provide a price for each item, or the proposal may be disqualified. The District will award a contract based on the methodology stated in the Request for Proposals, including the Instructions. The District reserves the right to delete any or all of the proposal items of work from the contract.

The Total Proposal Price shall be deemed to include the cost of doing all work necessary to complete the Project in accordance with the Request for Proposal, including all exhibits.

The undersigned proposer declares that it has read and understands the Contract Documents, including but not limited to the Agreement and the General Conditions.

The undersigned proposer understands that the quantities of work as shown in the Proposal form are "lump sum" only.

ITEM	TOTAL LUMP SUM PROPOSAL
1. Design Services	$ $584,860 .00
2. Construction Services (including a contingency allowance of $ 0 .00)	$ 11,456,135 .00

BASE PROPOSAL – TOTAL OF ALL PROPOSAL ITEMS (design and construction)

Total Proposal Price (Numerical): $ 12,040,995 .00

Twelve Million Forty Thousand Nine Hundred Ninety-Five Dollars and zero Cents
Total Proposal Price (Written)

By submitting this proposal, the design-builder acknowledges and agrees that the Total Proposal Price accounts for any and all allowances mentioned above.

CONFIRMATION OF ANY ADDENDA. The following addenda were received and considered as part of this proposal package:

Addendum Number	Subject
No. 5	Issued May 29, 2024

Dated: May 31, 2024

Syserco Energy Solutions, Inc.
(Proposer Firm/Company)

Majd Khleif (Sign)
Majd Khleif (Print)
Its President (Title)

CERTIFICATION

A proposal submitted by a corporation must be signed by (1) the chairman of the board, president or any vice president, and then (2) the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name and title of each person signing and the legal name of the corporation (including the state of incorporation) shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished with the proposal.

A proposal submitted by a partnership must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. The name and title of the person signing and the name of the partnership shall also be typed or printed below the signature.

A proposal submitted by a joint venture must furnish the full name of all members of the joint venture and must be signed by a representative of each member who has authority to bind the member in such matters. The name and title of the person signing and the name of the member shall also be typed or printed below the signature.

Each person signing below makes the following representations under penalty of perjury:

The submitter of the foregoing proposal has read the same and the matters stated therein are true of his or her own personal knowledge. This information is provided for the purpose of a proposal for the Contract, and any individual, company or other agency named herein is hereby authorized to supply the District with any information necessary to verify the prospective proposer's proposal. By signing below, the submitter and the design-build entity hereby grant permission to the District to contact any or all of the above listed persons or entities to confirm information in the proposal or otherwise investigate such information.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from award of the Contract. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named entity.

I, the undersigned, certify and declare that I have read all the foregoing answers and information in this proposal and know their contents. The matters stated in the proposal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Evidence of authority to bind corporation is attached.

Majd Khelif	Derek Eggers
Signature	Signature
Majd Khelif	Derek Eggers
Name	Name
President	CEO
Title	Title
Syserco Energy Solutions, Inc.	Syserco Energy Solutions, Inc.
Entity Name	Entity Name
May 31, 2024	May 31, 2024
Date	Date
Signature	Signature
Name	Name
Title	Title
Entity Name	Entity Name
Date	Date

(Add additional signature pages as necessary to comply with the directions above.)

NONCOLLUSION DECLARATION

Owner: Oakland Unified School District
Contract: CalSHAPE
Project: Energy Conservation CalSHAPE Program Project
Site: Oakland USD sites

The undersigned declares:

I am the President of Syserco Energy Solutions, Inc., the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 31, 2024, at Fremont [*city*], CA [*state*].

Majd Khleif
Signature

Majd Khleif
Print Name

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code §4104]

Each proposing LLB entity shall set forth below the name and the location of the place of business of each subcontractor, the portion of the Work which will be performed by each subcontractor, and the California contractor license number and DIR registration of each subcontractor, who will perform the following types of work or labor, or render the following types of service, to the proposing LLB entity in or about the construction of the Work or improvement:

- ACCO
- RTS/Envocore
- ECM Holdings
- Syserco, Inc.

If the proposing LLB entity fails to specify a type of subcontractor listed above, the proposal shall be deemed nonresponsive.

After award of the LLB Contract, other subcontractors may be selected by the LLB entity for the Work as provided by Education Code section 17250.35(b).

An inadvertent error in listing a California contractor's license number shall not be grounds for filing a protest or for considering the proposal nonresponsive if the proposing LLB entity submits the corrected contractor's license number to the District within 24 hours after the deadline for submittal of the proposal, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For any proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that either the subcontractor is registered prior to the proposal opening; the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the proposal opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable proposal.

NOTE: *Reproduce the next page of this form if needed for additional listings.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	DIR Registration Number
45.5%	ACCO (A&M)	Pasadena, CA	120696	1000058980
18.2%	Syserco, Inc. (CO2 sensors)	Fremont, CA	483939	1000010773
20.9%	ECM Holdings (Plumbing)	Oshkosh, WI	1082567	1000063729
15.4%	RTS/Envocore (Plumbing)	Pleasanton, CA	1033546	1000025942

I am the authorized representative of the proposer submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 31, 2024, at Fremont *[city]*, CA *[state]*.

Signature: Majd Khleif

Print Name: Majd Khleif

Title: President

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: CalSHAPE
Project: Energy Conservation CalSHAPE Program Project
Site: Oakland USD sites

I, Majd Khleif, declare that I am the President *[insert title]* of Syserco Energy Solutions, Inc., the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Syserco Energy Solutions, Inc. *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Syserco Energy Solutions, Inc. *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on May 31 20 24, at Fremont *[city]*, CA *[state]*.

Date: May 31, 2024

Majd Khleif
Signature
Print Name: Majd Khleif
Print Title: President

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Syserco Energy Solutions, Inc.
Name of Contractor

Majd Khleif
Signature

Majd Khleif
Print Name

May 31, 2024
Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq*.) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Syserco Energy Solutions, Inc.
Name of Contractor

Majd Khleif
Signature

Majd Khleif
Print Name

May 31, 2024
Date

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert proposer's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Proposer Name/Financial Institution (Printed) Syserco Energy Solutions, Inc.	*Federal ID Number (or n/a)* 46-4183947
By (Authorized Signature) Majd Khleif	
Printed Name and Title of Person Signing Majd Khleif, President	
Date Executed May 31, 2024	*Executed in* Fremont, CA

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Proposer Name/Financial Institution (Printed) N/A	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as President *[insert "owner" or officer title]* of Syserco Energy Solutions, Inc. *[insert name of business entity]* , have read the foregoing and agree that Syserco Energy Solutions, Inc. *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: May 31, 2024

Name: Majd Khleif

Signature: Majd Khleif

Title: President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of

Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Syserco Energy Solutions, Inc.
Date of Entity's Contract with District: June 26, 2024
Scope of Entity's Contract with District: CalSHAPE

I, Majd Khleif *[insert name]*, am the President *[insert "owner" or officer title]* for Syserco Energy Solutions, Inc. *[insert name of business entity]* ("Entity"), which entered a contract on June 26, 2024, with the District for CalSHAPE project work.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 31, 2024

Signature: Majd Khleif
Typed Name: Majd Khleif
Title: President
Entity: Syserco Energy Solutions, Inc.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

    a. Install a physical barrier at the worksite to limit contact with pupils.

    b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

    c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

    Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: May 31, 2024

Majd Khleif
Signature

Name: Majd Khleif

Title: President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name:	Syserco Energy Solutions, Inc.
Supervisor/Foreman Name:	Richard Douglas
Start Date:	TBD
Completion Date:	TBD
Location of Work:	Oakland, CA
Hours of Work:	TBD
Length of Time on Grounds:	TBD
Number of Employees on the Job:	TBD

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

☑ A physical barrier will be installed at the worksite to limit contact with pupils.

☑ Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:
Richard Douglas

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:
N/A

Name of employee who is the custodian of the Department of Justice verification information:
N/A

☑ The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: May 31, 2024

Signature: Majd Khleif
Typed Name: Majd Khleif
Title: President
Contractor: Syserco Energy Solutions, Inc.

DESIGN-BUILDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Design-Builder

PART I – IDENTIFICATION INFORMATION

DESIGN-BUILDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
Syserco Energy Solutions, Inc.	215 Fourier Ave., Ste. 140, Fremont, CA 94539	510.498.1410
SCHOOL DISTRICT	**COUNTY**	**APPLICATION NO.**
Oakland Unified School District	Alameda County, CA	

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. ☐ *is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract*	*will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).*	
B. ☐ *is Disabled Veteran owned **but is unable** to perform the 3 percent of this contract with your forces*	*will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent*	*will include a copy of each DVBE's letter from OSDS (including yours, if applicable).*
C. ☑ *is **not** Disabled Veteran owned*	*will use DVBE subcontractors/ suppliers for at least 3 percent of this contract*	
D. ☐ *is unable to meet the required participation goals*	*will complete a Good Faith Effort to obtain DVBE participation*	*will include the Prime Bidder's Good Faith Effort Worksheet.*

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part* ***after*** *selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.

B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

C. Enter the total of Lines A and B for each column.

D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.

E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	**ALTERNATE #1**	**ALTERNATE #2**	**ALTERNATE #3 OR BASE BID B**	**ALTERNATE #4 OR BASE BID C**	**ALTERNATE #5** (Modernization or Reconstruction Only)
A. Design-Builder, *if DVBE (own participation)*	$ N/A	$	$	$	$	$
B. DVBE Subcontractor or Supplier	Echelon Distribution					
1.						
2.						
3.						
C. Subtotal (A & B)	$421,500.00					
D. Non-DVBE	$ 12,575,378.00					
E. Total Bid	$ 12,996,878.00					

DESIGN-BUILDER GOOD FAITH EFFORT WORKSHEET

DESIGN-BUILDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
Syserco Energy Solutions, Inc.	215 Fourier Ave., Ste. 140, Fremont, CA 94539	Scott Meinzen
TELEPHONE NUMBER	OWNER	COUNTY
510.737.1583	Oakland Unified School District	Alameda County, CA

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner N/A			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940		
3. DVBE Organizations (*List*):			
N/A			
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.*

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
N/A			

PART III – DVBE SOLICITATIONS *List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.*

IF THE DVBE…..	THEN…..	AND…..
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was **not** selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED *This section must be completed*	NO RESPONSE
	YES	NO		
N/A				

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Majd Khleif certify that I am the Design-Builder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
Majd Khleif	May 31, 2024

SCHEDULE Z
DOCUMENT 00 52 00

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

Syserco Energy Solutions, Inc.	Majd Khleif
Company Name	Signature of Authorized Representative
215 Fourier Ave, Ste. 140, Fremont, CA 94539	Majd Khleif
Address	Type or Print Name
510 / 498-1410	May 30, 2024
Area Code / Phone	Date
	Type or Print Name

END OF DOCUMENT

Oakland Unified School District
Local Business Uitilization

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	Syserco Energy Solutions, Inc.	**Bid Opening Date**	May 31, 2024
Project Name	Energy Conservation CalSHAPE Project	**Time:**	2:00 PM
Project Number		**Project Manager:**	Richard Douglas
Proposed Total Contract Amount	$12,996,878.00	**Architect:**	Designated by Oakland USD

BASE BID AMOUNT

Proposed Total SLBE Amount (%) %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a $ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name / Certifying Agency Address, City/State / Certification No. (*if available*)				
Company Name / Certifying Agency Address, City/State / Certification No. (*if available*)				
Company Name / Certifying Agency Address, City/State / Certification No. (*if available*)				
Company Name / Certifying Agency Address, City/State / Certification No. (*if available*)				
Company Name / Certifying Agency Address, City/State / Certification No. (*if available*)				
Company Name / Certifying Agency Address, City/State / Certification No. (*if available*)				
TOTAL PARTICIPATION	$ 0	0 %	0 %	0 %

Please see the following page.

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

Local Business Participation

The Syserco Energy Solutions team received approval of prequalification and was subsequently provided with Oakland Unified School District's Request for Proposals to Provide Design-Build Services for OUSD Energy Conservation Project CalSHAPE Program Project #24130 released on May 22, 2024.

In an effort to source the required Local Business (LBE) participation, we issued a Request for Proposal to the following business entities:

Company Name	Address, City/State	Cert. Type
Allied Fire Protection	555 High St., Oakland, CA 94601	LBE
Black Creek Builders Inc	4096 Piedmont Ave. #240, Oakland, CA 94611	SLBE
Broadway Mechanical Contractors, Inc.	873 81st Ave., Oakland, CA 94621	LBE
Brown 3 Plumbing Company, Inc.	9421 D St., Oakland, CA 94603	VSLBE
ER Plumbing & Construction Inc.	2346 East 20th St., Oakland, CA 94601	LBE
Monterey Mechanical Co.	8275 San Leandro St., Oakland, CA 94621	LBE
Paul's Plumbing	999 42nd Street, Emeryville, CA 94608	SLBE
Ram West Inc.	1700 24th St., Oakland, CA 94607	SLBE

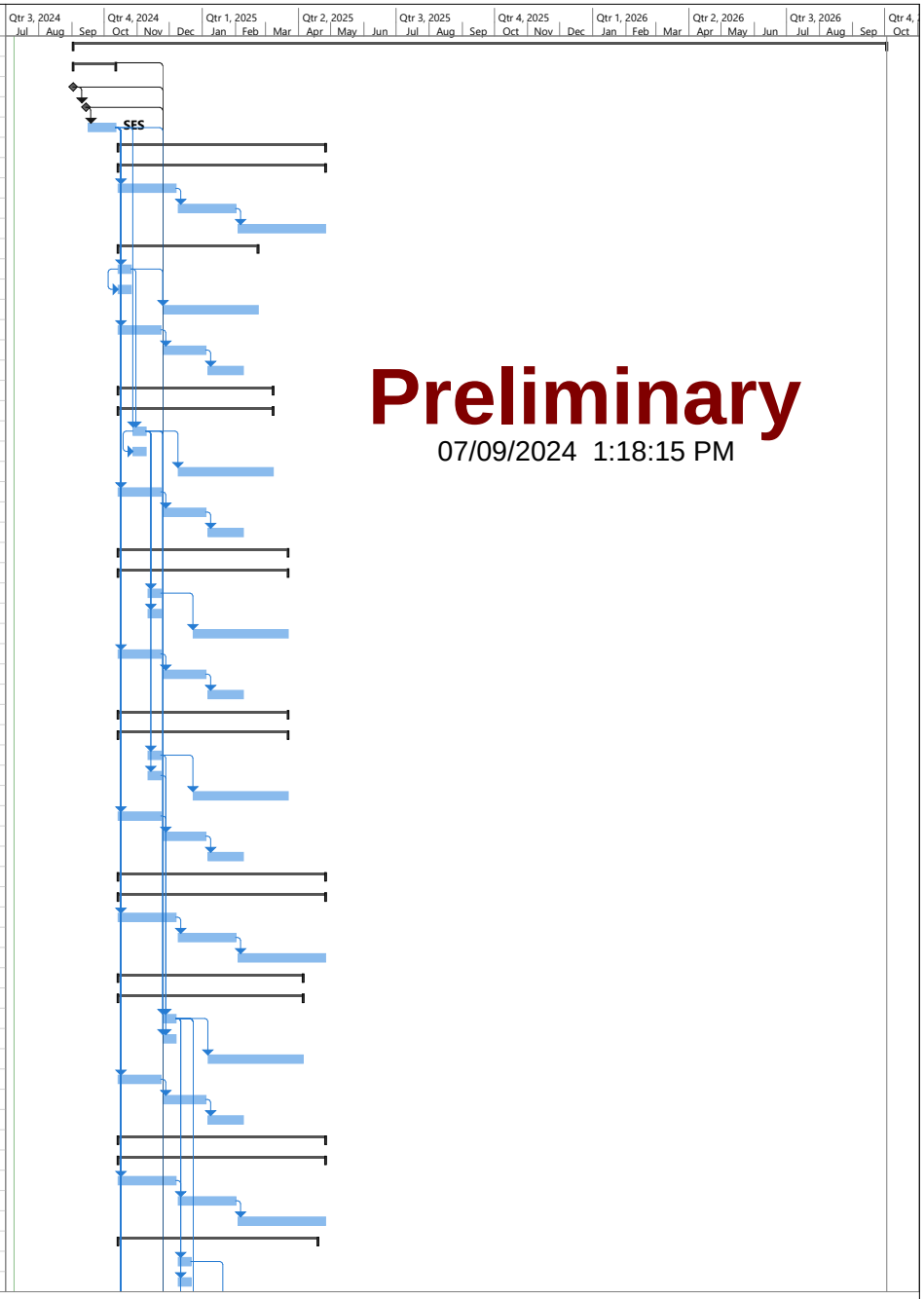
As of 9:00 a.m. today, May 31, 2024, none of these businesses have responded to our request. This demonstrates a good faith effort to source local business participation for this project.

Docusign Envelope ID: 696FE40C-6B49-4F1A-A170-D76287E75EE0

EXHIBIT B

CONSTRUCTION WORK SCHEDULE AND PROVISIONS

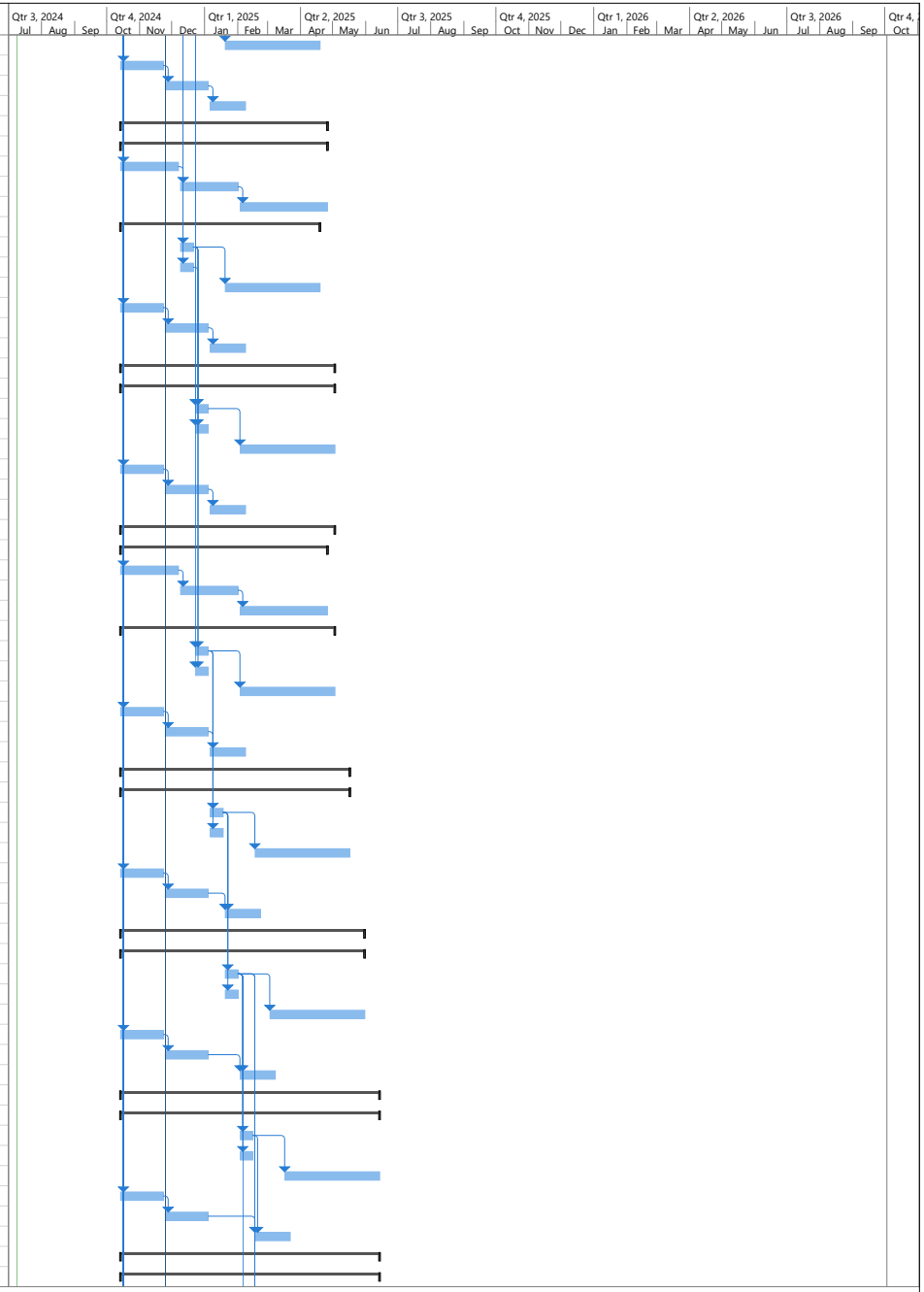
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Oakland USD CalShape Project Schedule**	**545 days**	**Mon 9/2/24**	**Fri 10/2/26**		
2		**Executed Contract**	**30 days**	**Mon 9/2/24**	**Fri 10/11/24**		
3		Executed Contract	0 days	Mon 9/2/24	Mon 9/2/24		OUSD
4		Notice to Proceed	0 days	Fri 9/13/24	Fri 9/13/24	3FS+10 days	OUSD
5		Issue Subcontracts	20 days	Mon 9/16/24	Fri 10/11/24	4	SES
6		**Oakland High**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
7		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
8		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
9		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	8	Plumbing
10		Installation	60 days	Mon 2/3/25	Fri 4/25/25	9	Plumbing
11		**Ventillation CalShape**	**95 days**	**Mon 10/14/24**	**Fri 2/21/25**		
12		HVAC Unit Assessement-95	10 days	Mon 10/14/24	Fri 10/25/24	5	Mech
13		Filter Replacement-316	10 days	Mon 10/14/24	Fri 10/25/24	12SS	Mech
14		Contingency repairs-	65 days	Mon 11/25/24	Fri 2/21/25	12FS+4 wks	Mech
15		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
16		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	15	Syserco
17		CO2 Installation-79 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	16	Syserco
18		**Martin Luther King, JR Elementary**	**105 days**	**Mon 10/14/24**	**Fri 3/7/25**		
19		**Ventillation CalShape**	**105 days**	**Mon 10/14/24**	**Fri 3/7/25**		
20		HVAC Unit Assessement-28	10 days	Mon 10/28/24	Fri 11/8/24	5,12	Mech
21		Filter Replacement-92	10 days	Mon 10/28/24	Fri 11/8/24	20SS	Mech
22		Contingency repairs-	65 days	Mon 12/9/24	Fri 3/7/25	20FS+4 wks	Mech
23		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
24		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	23	Syserco
25		CO2 Installation-23 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	24	Syserco
26		**New Highland Academy**	**115 days**	**Mon 10/14/24**	**Fri 3/21/25**		
27		**Ventillation CalShape**	**115 days**	**Mon 10/14/24**	**Fri 3/21/25**		
28		HVAC Unit Assessement-23	10 days	Mon 11/11/24	Fri 11/22/24	20	Mech
29		Filter Replacement-76	10 days	Mon 11/11/24	Fri 11/22/24	20	Mech
30		Contingency repairs-	65 days	Mon 12/23/24	Fri 3/21/25	28FS+4 wks	Mech
31		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
32		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	31	Syserco
33		CO2 Installation-19 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	32	Syserco
34		**Manzanita Community School**	**115 days**	**Mon 10/14/24**	**Fri 3/21/25**		
35		**Ventillation CalShape**	**115 days**	**Mon 10/14/24**	**Fri 3/21/25**		
36		HVAC Unit Assessement-47	10 days	Mon 11/11/24	Fri 11/22/24	20	Mech
37		Filter Replacement-156	10 days	Mon 11/11/24	Fri 11/22/24	20	Mech
38		Contingency repairs-	65 days	Mon 12/23/24	Fri 3/21/25	36FS+4 wks	Mech
39		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
40		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	39	Syserco
41		CO2 Installation-39 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	40	Syserco
42		**Lockwood Elementary**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
43		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
44		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
45		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	44	Plumbing
46		Installation	60 days	Mon 2/3/25	Fri 4/25/25	45	Plumbing
47		**Madison Park Academy (6-12)**	**125 days**	**Mon 10/14/24**	**Fri 4/4/25**		
48		**Ventillation CalShape**	**125 days**	**Mon 10/14/24**	**Fri 4/4/25**		
49		HVAC Unit Assessement-43	10 days	Mon 11/25/24	Fri 12/6/24	20,36	Mech
50		Filter Replacement-144	10 days	Mon 11/25/24	Fri 12/6/24	20,37	Mech
51		Contingency repairs-	65 days	Mon 1/6/25	Fri 4/4/25	49FS+4 wks	Mech
52		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
53		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	52	Syserco
54		CO2 Installation-36 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	53	Syserco
55		**Chabot ES**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
56		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
57		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
58		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	57	Plumbing
59		Installation	60 days	Mon 2/3/25	Fri 4/25/25	58	Plumbing
60		**Ventillation CalShape**	**135 days**	**Mon 10/14/24**	**Fri 4/18/25**		
61		HVAC Unit Assessement-32	10 days	Mon 12/9/24	Fri 12/20/24	49	Mech
62		Filter Replacement-81	10 days	Mon 12/9/24	Fri 12/20/24	49	Mech



Project: Oakland USD milestone
Date: Tue 7/9/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

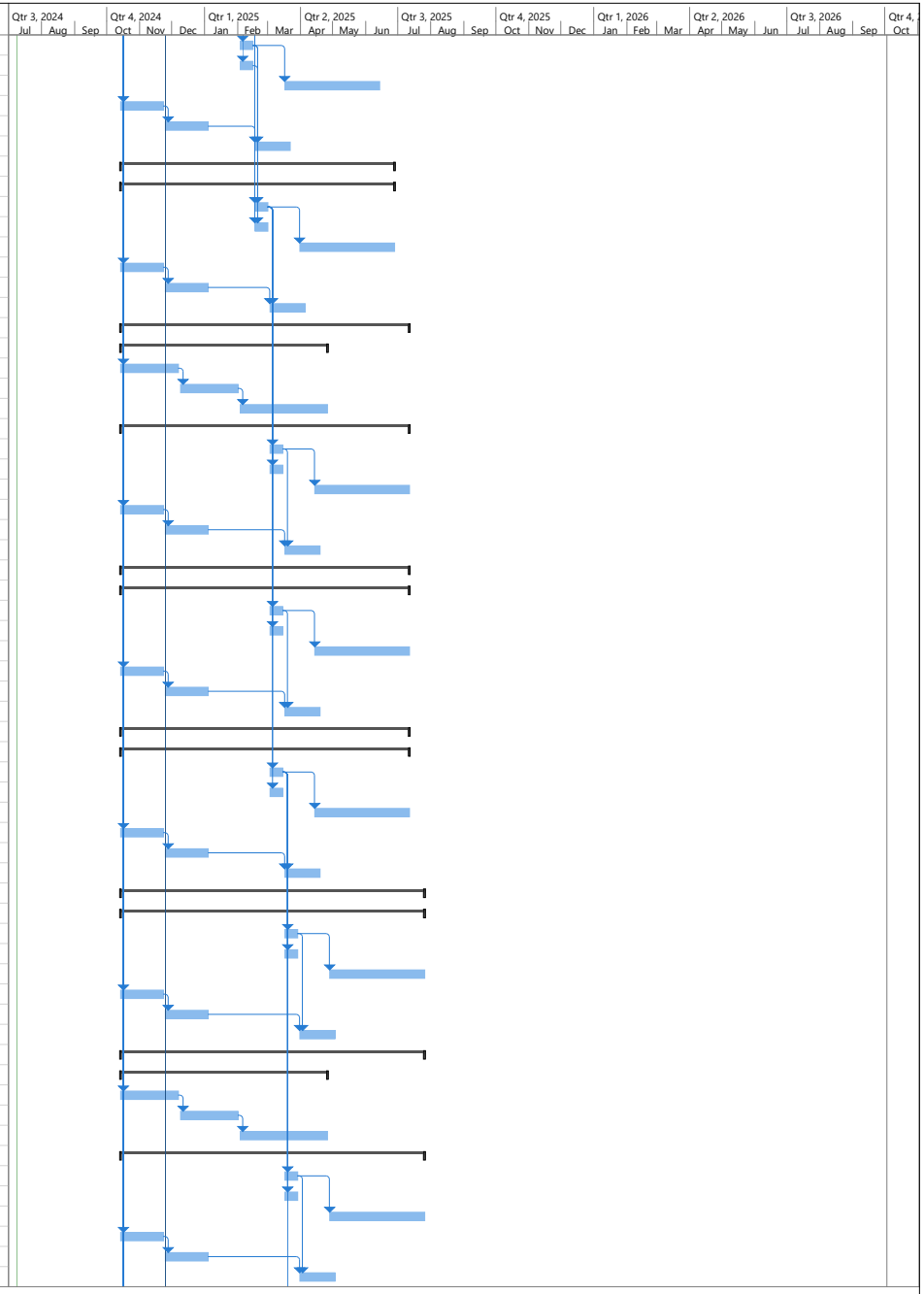
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
63		Contingency repairs-	65 days	Mon 1/20/25	Fri 4/18/25	61FS+4 wks	Mech
64		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
65		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	64	Syserco
66		CO2 Installation-27 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	65	Syserco
67		**Fruitvale Elementary**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
68		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
69		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
70		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	69	Plumbing
71		Installation	60 days	Mon 2/3/25	Fri 4/25/25	70	Plumbing
72		**Ventillation CalShape**	**135 days**	**Mon 10/14/24**	**Fri 4/18/25**		
73		HVAC Unit Assessement-30	10 days	Mon 12/9/24	Fri 12/20/24	49	Mech
74		Filter Replacement-100	10 days	Mon 12/9/24	Fri 12/20/24	49	Mech
75		Contingency repairs-	65 days	Mon 1/20/25	Fri 4/18/25	73FS+4 wks	Mech
76		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
77		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	76	Syserco
78		CO2 Installation-25 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	77	Syserco
79		**Laurel Elementary**	**145 days**	**Mon 10/14/24**	**Fri 5/2/25**		
80		**Ventillation CalShape**	**145 days**	**Mon 10/14/24**	**Fri 5/2/25**		
81		HVAC Unit Assessement-36	10 days	Mon 12/23/24	Fri 1/3/25	49,73	Mech
82		Filter Replacement-120	10 days	Mon 12/23/24	Fri 1/3/25	49,73	Mech
83		Contingency repairs-	65 days	Mon 2/3/25	Fri 5/2/25	81FS+4 wks	Mech
84		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
85		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	84	Syserco
86		CO2 Installation-30 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	85	Syserco
87		**Grass Valley Elementary**	**145 days**	**Mon 10/14/24**	**Fri 5/2/25**		
88		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
89		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
90		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	89	Plumbing
91		Installation	60 days	Mon 2/3/25	Fri 4/25/25	90	Plumbing
92		**Ventillation CalShape**	**145 days**	**Mon 10/14/24**	**Fri 5/2/25**		
93		HVAC Unit Assessement-23	10 days	Mon 12/23/24	Fri 1/3/25	49,73	Mech
94		Filter Replacement-76	10 days	Mon 12/23/24	Fri 1/3/25	49,74	Mech
95		Contingency repairs-	65 days	Mon 2/3/25	Fri 5/2/25	93FS+4 wks	Mech
96		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
97		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	96	Syserco
98		CO2 Installation-19 (2nd shift)	25 days	Mon 1/6/25	Fri 2/7/25	97	Syserco
99		**Skyline HS**	**155 days**	**Mon 10/14/24**	**Fri 5/16/25**		
100		**Ventillation CalShape**	**155 days**	**Mon 10/14/24**	**Fri 5/16/25**		
101		HVAC Unit Assessement-111	10 days	Mon 1/6/25	Fri 1/17/25	93	Mech
102		Filter Replacement-279	10 days	Mon 1/6/25	Fri 1/17/25	93	Mech
103		Contingency repairs-	65 days	Mon 2/17/25	Fri 5/16/25	101FS+4 wks	Mech
104		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
105		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	104	Syserco
106		CO2 Installation-93 (2nd shift)	25 days	Mon 1/20/25	Fri 2/21/25	105,101	Syserco
107		**Oakland Technical HS**	**165 days**	**Mon 10/14/24**	**Fri 5/30/25**		
108		**Ventillation CalShape**	**165 days**	**Mon 10/14/24**	**Fri 5/30/25**		
109		HVAC Unit Assessement-96	10 days	Mon 1/20/25	Fri 1/31/25	101	Mech
110		Filter Replacement-240	10 days	Mon 1/20/25	Fri 1/31/25	101	Mech
111		Contingency repairs-	65 days	Mon 3/3/25	Fri 5/30/25	109FS+4 wks	Mech
112		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
113		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	112	Syserco
114		CO2 Installation-80 (2nd shift)	25 days	Mon 2/3/25	Fri 3/7/25	113,109	Syserco
115		**ACORN Woodland Elementary**	**175 days**	**Mon 10/14/24**	**Fri 6/13/25**		
116		**Ventillation CalShape**	**175 days**	**Mon 10/14/24**	**Fri 6/13/25**		
117		HVAC Unit Assessement-20	10 days	Mon 2/3/25	Fri 2/14/25	109	Mech
118		Filter Replacement-68	10 days	Mon 2/3/25	Fri 2/14/25	109	Mech
119		Contingency repairs-	65 days	Mon 3/17/25	Fri 6/13/25	117FS+4 wks	Mech
120		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
121		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	120	Syserco
122		CO2 Installation 17 (2nd shift)	25 days	Mon 2/17/25	Fri 3/21/25	121,117	Syserco
123		**Allendale Elementary**	**175 days**	**Mon 10/14/24**	**Fri 6/13/25**		
124		**Ventillation CalShape**	**175 days**	**Mon 10/14/24**	**Fri 6/13/25**		



Project: Oakland USD milestone
Date: Tue 7/9/24

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

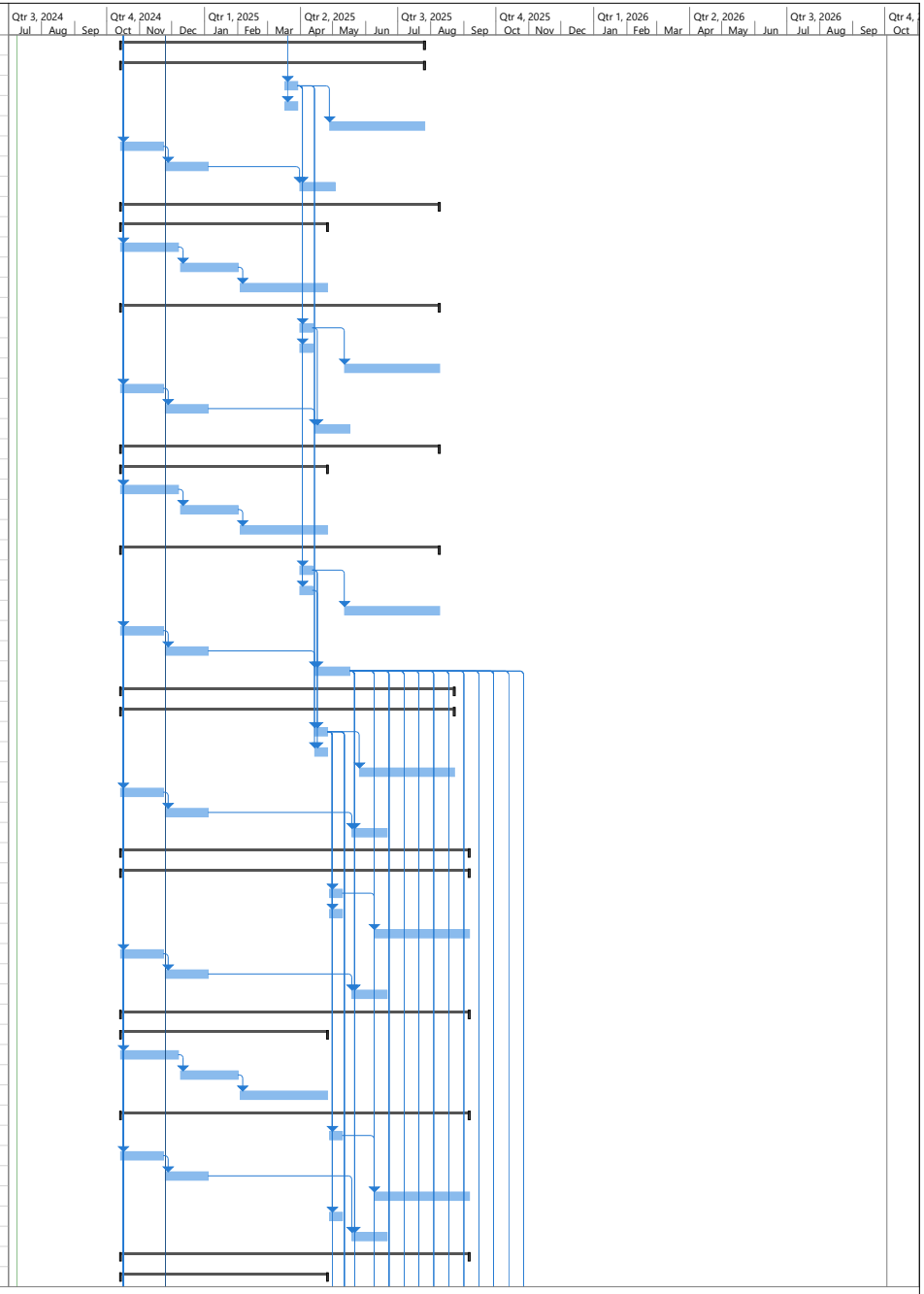
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
125		HVAC Unit Assessement-30	10 days	Mon 2/3/25	Fri 2/14/25	109	Mech
126		Filter Replacement-100	10 days	Mon 2/3/25	Fri 2/14/25	109	Mech
127		Contingency repairs-	65 days	Mon 3/17/25	Fri 6/13/25	125FS+4 wks	Mech
128		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
129		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	128	Syserco
130		CO2 Installation 25 (2nd shift)	25 days	Mon 2/17/25	Fri 3/21/25	129,125	Syserco
131		**Bella Vista Elementary**	**185 days**	**Mon 10/14/24**	**Fri 6/27/25**		
132		**Ventillation CalShape**	**185 days**	**Mon 10/14/24**	**Fri 6/27/25**		
133		HVAC Unit Assessement-29	10 days	Mon 2/17/25	Fri 2/28/25	109,125	Mech
134		Filter Replacement-96	10 days	Mon 2/17/25	Fri 2/28/25	109,126	Mech
135		Contingency repairs-	65 days	Mon 3/31/25	Fri 6/27/25	133FS+4 wks	Mech
136		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
137		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	136	Syserco
138		CO2 Installation 24 (2nd shift)	25 days	Mon 3/3/25	Fri 4/4/25	137,133	Syserco
139		**Bret Harte Middle**	**195 days**	**Mon 10/14/24**	**Fri 7/11/25**		
140		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
141		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
142		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	141	Plumbing
143		Installation	60 days	Mon 2/3/25	Fri 4/25/25	142	Plumbing
144		**Ventillation CalShape**	**195 days**	**Mon 10/14/24**	**Fri 7/11/25**		
145		HVAC Unit Assessement-50	10 days	Mon 3/3/25	Fri 3/14/25	133	Mech
146		Filter Replacement-164	10 days	Mon 3/3/25	Fri 3/14/25	133	Mech
147		Contingency repairs-	65 days	Mon 4/14/25	Fri 7/11/25	145FS+4 wks	Mech
148		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
149		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	148	Syserco
150		CO2 Installation 41 (2nd shift)	25 days	Mon 3/17/25	Fri 4/18/25	149,145	Syserco
151		**Bridges Academy**	**195 days**	**Mon 10/14/24**	**Fri 7/11/25**		
152		**Ventillation CalShape**	**195 days**	**Mon 10/14/24**	**Fri 7/11/25**		
153		HVAC Unit Assessement-32	10 days	Mon 3/3/25	Fri 3/14/25	133	Mech
154		Filter Replacement-108	10 days	Mon 3/3/25	Fri 3/14/25	133	Mech
155		Contingency repairs-	65 days	Mon 4/14/25	Fri 7/11/25	153FS+4 wks	Mech
156		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
157		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	156	Syserco
158		CO2 Installation 27 (2nd shift)	25 days	Mon 3/17/25	Fri 4/18/25	157,153	Syserco
159		**Brookfield Elementary**	**195 days**	**Mon 10/14/24**	**Fri 7/11/25**		
160		**Ventillation CalShape**	**195 days**	**Mon 10/14/24**	**Fri 7/11/25**		
161		HVAC Unit Assessement-34	10 days	Mon 3/3/25	Fri 3/14/25	133	Mech
162		Filter Replacement-112	10 days	Mon 3/3/25	Fri 3/14/25	133	Mech
163		Contingency repairs-	65 days	Mon 4/14/25	Fri 7/11/25	161FS+4 wks	Mech
164		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
165		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	164	Syserco
166		CO2 Installation 28 (2nd shift)	25 days	Mon 3/17/25	Fri 4/18/25	165,161	Syserco
167		**Burckhalter Elementary**	**205 days**	**Mon 10/14/24**	**Fri 7/25/25**		
168		**Ventillation CalShape**	**205 days**	**Mon 10/14/24**	**Fri 7/25/25**		
169		HVAC Unit Assessement-19	10 days	Mon 3/17/25	Fri 3/28/25	161	Mech
170		Filter Replacement-64	10 days	Mon 3/17/25	Fri 3/28/25	161	Mech
171		Contingency repairs-	65 days	Mon 4/28/25	Fri 7/25/25	169FS+4 wks	Mech
172		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
173		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	172	Syserco
174		CO2 Installation 16 (2nd shift)	25 days	Mon 3/31/25	Fri 5/2/25	173,169	Syserco
175		**Carl B. Munck ES**	**205 days**	**Mon 10/14/24**	**Fri 7/25/25**		
176		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
177		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
178		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	177	Plumbing
179		Installation	60 days	Mon 2/3/25	Fri 4/25/25	178	Plumbing
180		**Ventillation CalShape**	**205 days**	**Mon 10/14/24**	**Fri 7/25/25**		
181		HVAC Unit Assessement-26	10 days	Mon 3/17/25	Fri 3/28/25	161	Mech
182		Filter Replacement-66	10 days	Mon 3/17/25	Fri 3/28/25	161	Mech
183		Contingency repairs-	65 days	Mon 4/28/25	Fri 7/25/25	181FS+4 wks	Mech
184		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
185		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	184	Syserco
186		CO2 Installation 22 (2nd shift)	25 days	Mon 3/31/25	Fri 5/2/25	185,181	Syserco



Project: Oakland USD milestone
Date: Tue 7/9/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

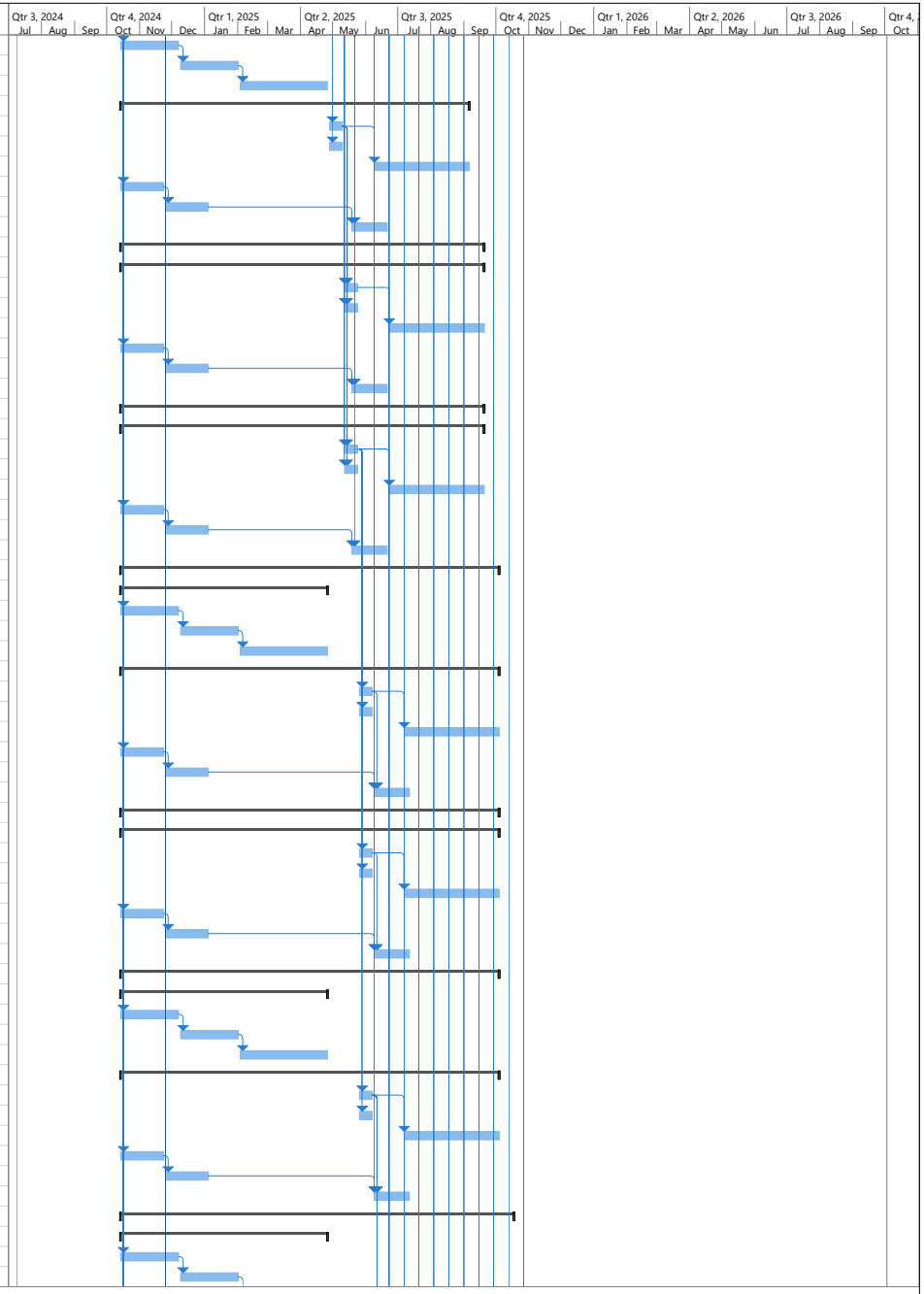
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
187		**Castlemont High**	**205 days**	**Mon 10/14/24**	**Fri 7/25/25**		
188		**Ventillation CalShape**	**205 days**	**Mon 10/14/24**	**Fri 7/25/25**		
189		HVAC Unit Assessement-87	10 days	Mon 3/17/25	Fri 3/28/25	161	Mech
190		Filter Replacement-288	10 days	Mon 3/17/25	Fri 3/28/25	161	Mech
191		Contingency repairs-	65 days	Mon 4/28/25	Fri 7/25/25	189FS+4 wks	Mech
192		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
193		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	192	Syserco
194		CO2 Installation 72 (2nd shift)	25 days	Mon 3/31/25	Fri 5/2/25	193,189	Syserco
195		**Claremont MS**	**215 days**	**Mon 10/14/24**	**Fri 8/8/25**		
196		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
197		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
198		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	197	Plumbing
199		Installation	60 days	Mon 2/3/25	Fri 4/25/25	198	Plumbing
200		**Ventillation CalShape**	**215 days**	**Mon 10/14/24**	**Fri 8/8/25**		
201		HVAC Unit Assessement-29	10 days	Mon 3/31/25	Fri 4/11/25	189	Mech
202		Filter Replacement-72	10 days	Mon 3/31/25	Fri 4/11/25	189	Mech
203		Contingency repairs-	65 days	Mon 5/12/25	Fri 8/8/25	201FS+4 wks	Mech
204		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
205		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	204	Syserco
206		CO2 Installation-24 (2nd shift)	25 days	Mon 4/14/25	Fri 5/16/25	205,201	Syserco
207		**Cleveland ES**	**215 days**	**Mon 10/14/24**	**Fri 8/8/25**		
208		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
209		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
210		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	209	Plumbing
211		Installation	60 days	Mon 2/3/25	Fri 4/25/25	210	Plumbing
212		**Ventillation CalShape**	**215 days**	**Mon 10/14/24**	**Fri 8/8/25**		
213		HVAC Unit Assessement-19	10 days	Mon 3/31/25	Fri 4/11/25	189	Mech
214		Filter Replacement-48	10 days	Mon 3/31/25	Fri 4/11/25	189	Mech
215		Contingency repairs-	65 days	Mon 5/12/25	Fri 8/8/25	213FS+4 wks	Mech
216		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
217		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	216	Syserco
218		CO2 Installation-16 (2nd shift)	25 days	Mon 4/14/25	Fri 5/16/25	217,213	Syserco
219		**Coliseum College Prep Academy**	**225 days**	**Mon 10/14/24**	**Fri 8/22/25**		
220		**Ventillation CalShape**	**225 days**	**Mon 10/14/24**	**Fri 8/22/25**		
221		HVAC Unit Assessement-47	10 days	Mon 4/14/25	Fri 4/25/25	189,213	Mech
222		Filter Replacement-156	10 days	Mon 4/14/25	Fri 4/25/25	189,214	Mech
223		Contingency repairs-	65 days	Mon 5/26/25	Fri 8/22/25	221FS+4 wks	Mech
224		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
225		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	224	Syserco
226		CO2 Installation-39 (2nd shift)	25 days	Mon 5/19/25	Fri 6/20/25	225,218	Syserco
227		**Community Day**	**235 days**	**Mon 10/14/24**	**Fri 9/5/25**		
228		**Ventillation CalShape**	**235 days**	**Mon 10/14/24**	**Fri 9/5/25**		
229		HVAC Unit Assessement-6	10 days	Mon 4/28/25	Fri 5/9/25	221	Mech
230		Filter Replacement-16	10 days	Mon 4/28/25	Fri 5/9/25	221	Mech
231		Contingency repairs-	65 days	Mon 6/9/25	Fri 9/5/25	229FS+4 wks	Mech
232		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
233		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	232	Syserco
234		CO2 Installation-4 (2nd shift)	25 days	Mon 5/19/25	Fri 6/20/25	233,218	Syserco
235		**Community United Elementary**	**235 days**	**Mon 10/14/24**	**Fri 9/5/25**		
236		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
237		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
238		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	237	Plumbing
239		Installation	60 days	Mon 2/3/25	Fri 4/25/25	238	Plumbing
240		**Ventillation CalShape**	**235 days**	**Mon 10/14/24**	**Fri 9/5/25**		
241		HVAC Unit Assessement-23	10 days	Mon 4/28/25	Fri 5/9/25	221	Mech
242		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
243		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	242	Syserco
244		Contingency repairs-	65 days	Mon 6/9/25	Fri 9/5/25	241FS+4 wks	Mech
245		Filter Replacement-76	10 days	Mon 4/28/25	Fri 5/9/25	221	Mech
246		CO2 Installation-19 (2nd shift)	25 days	Mon 5/19/25	Fri 6/20/25	243,218	Syserco
247		**Crocker Highlands ES**	**235 days**	**Mon 10/14/24**	**Fri 9/5/25**		
248		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		



Project: Oakland USD milestone
Date: Tue 7/9/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
249		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
250		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	249	Plumbing
251		Installation	60 days	Mon 2/3/25	Fri 4/25/25	250	Plumbing
252		**Ventillation CalShape**	**235 days**	**Mon 10/14/24**	**Fri 9/5/25**		
253		HVAC Unit Assessement-20	10 days	Mon 4/28/25	Fri 5/9/25	221	Mech
254		Filter Replacement-51	10 days	Mon 4/28/25	Fri 5/9/25	221	Mech
255		Contingency repairs-	65 days	Mon 6/9/25	Fri 9/5/25	253FS+4 wks	Mech
256		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
257		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	256	Syserco
258		CO2 Installation-17 (2nd shift)	25 days	Mon 5/19/25	Fri 6/20/25	257,218	Syserco
259		**Dewey Academy**	**245 days**	**Mon 10/14/24**	**Fri 9/19/25**		
260		**Ventillation CalShape**	**245 days**	**Mon 10/14/24**	**Fri 9/19/25**		
261		HVAC Unit Assessement-17	10 days	Mon 5/12/25	Fri 5/23/25	221,253	Mech
262		Filter Replacement-56	10 days	Mon 5/12/25	Fri 5/23/25	221,253	Mech
263		Contingency repairs-	65 days	Mon 6/23/25	Fri 9/19/25	261FS+4 wks	Mech
264		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
265		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	264	Syserco
266		CO2 Installation-14 (2nd shift)	25 days	Mon 5/19/25	Fri 6/20/25	265,218	Syserco
267		**East Oakland Pride Elementary**	**245 days**	**Mon 10/14/24**	**Fri 9/19/25**		
268		**Ventillation CalShape**	**245 days**	**Mon 10/14/24**	**Fri 9/19/25**		
269		HVAC Unit Assessement-34	10 days	Mon 5/12/25	Fri 5/23/25	221,253	Mech
270		Filter Replacement-112	10 days	Mon 5/12/25	Fri 5/23/25	221,253	Mech
271		Contingency repairs-	65 days	Mon 6/23/25	Fri 9/19/25	269FS+4 wks	Mech
272		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
273		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	272	Syserco
274		CO2 Installation-28 (2nd shift)	25 days	Mon 5/19/25	Fri 6/20/25	273,218	Syserco
275		**Edna Brewer MS**	**255 days**	**Mon 10/14/24**	**Fri 10/3/25**		
276		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
277		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
278		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	277	Plumbing
279		Installation	60 days	Mon 2/3/25	Fri 4/25/25	278	Plumbing
280		**Ventillation CalShape**	**255 days**	**Mon 10/14/24**	**Fri 10/3/25**		
281		HVAC Unit Assessement-41	10 days	Mon 5/26/25	Fri 6/6/25	269	Mech
282		Filter Replacement-102	10 days	Mon 5/26/25	Fri 6/6/25	269	Mech
283		Contingency repairs-	65 days	Mon 7/7/25	Fri 10/3/25	281FS+4 wks	Mech
284		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
285		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	284	Syserco
286		CO2 Installation-34	25 days	Mon 6/9/25	Fri 7/11/25	285,218,281	Syserco
287		**Elmhurst United Middle**	**255 days**	**Mon 10/14/24**	**Fri 10/3/25**		
288		**Ventillation CalShape**	**255 days**	**Mon 10/14/24**	**Fri 10/3/25**		
289		HVAC Unit Assessement-48	10 days	Mon 5/26/25	Fri 6/6/25	269	Mech
290		Filter Replacement-160	10 days	Mon 5/26/25	Fri 6/6/25	269	Mech
291		Contingency repairs-	65 days	Mon 7/7/25	Fri 10/3/25	289FS+4 wks	Mech
292		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
293		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	292	Syserco
294		CO2 Installation-40	25 days	Mon 6/9/25	Fri 7/11/25	293,218,289	Syserco
295		**Emerson ES**	**255 days**	**Mon 10/14/24**	**Fri 10/3/25**		
296		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
297		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
298		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	297	Plumbing
299		Installation	60 days	Mon 2/3/25	Fri 4/25/25	298	Plumbing
300		**Ventillation CalShape**	**255 days**	**Mon 10/14/24**	**Fri 10/3/25**		
301		HVAC Unit Assessement-26	10 days	Mon 5/26/25	Fri 6/6/25	269	Mech
302		Filter Replacement-66	10 days	Mon 5/26/25	Fri 6/6/25	269	Mech
303		Contingency repairs-	65 days	Mon 7/7/25	Fri 10/3/25	301FS+4 wks	Mech
304		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
305		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	304	Syserco
306		CO2 Installation-22	25 days	Mon 6/9/25	Fri 7/11/25	305,218,301	Syserco
307		**Encompass Academy Elementary**	**265 days**	**Mon 10/14/24**	**Fri 10/17/25**		
308		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
309		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
310		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	309	Plumbing



Project: Oakland USD milestone
Date: Tue 7/9/24

Task
Split
Milestone
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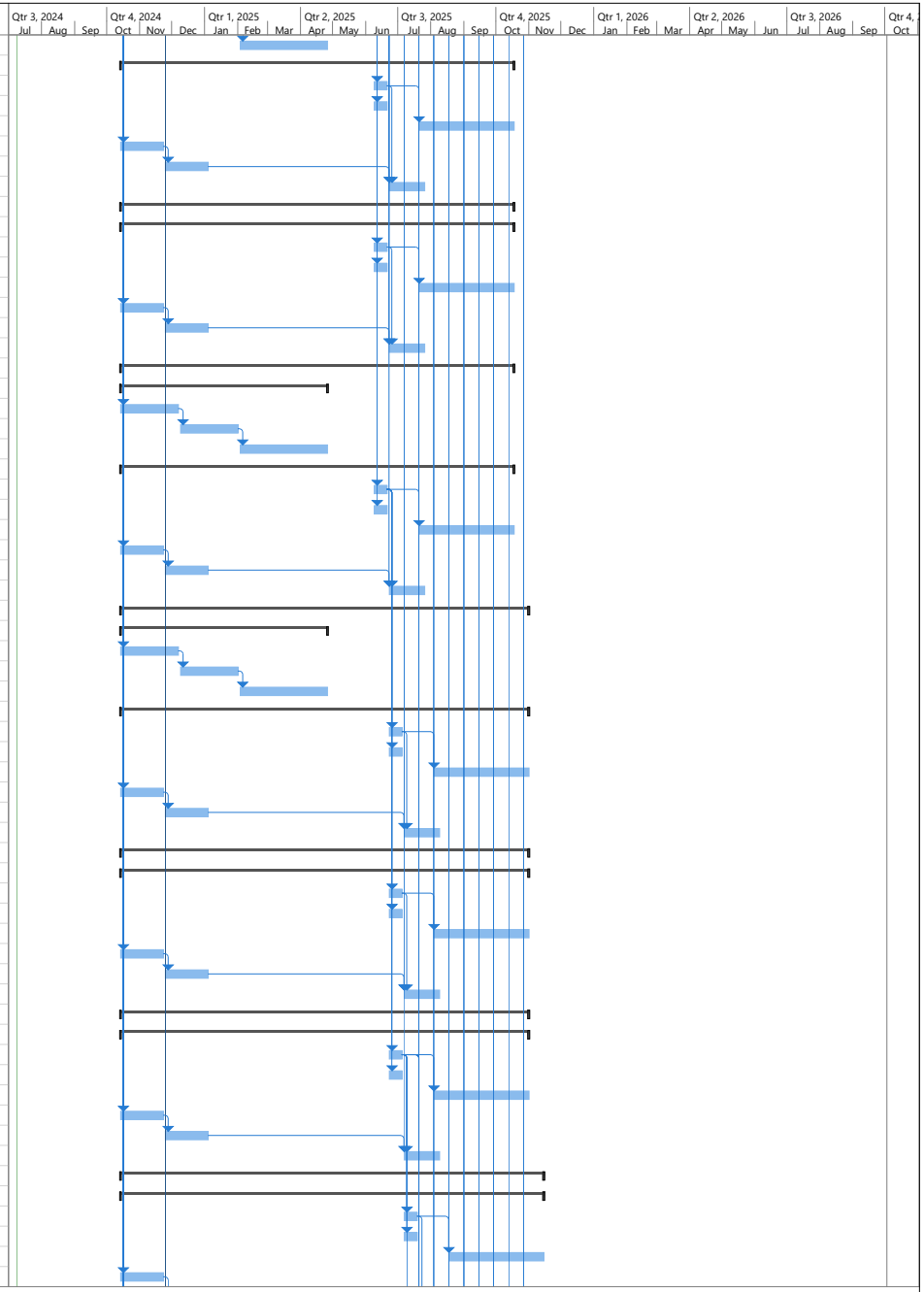
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
311		Installation	60 days	Mon 2/3/25	Fri 4/25/25	310	Plumbing
312		**Ventillation CalShape**	**265 days**	**Mon 10/14/24**	**Fri 10/17/25**		
313		HVAC Unit Assessement-19	10 days	Mon 6/9/25	Fri 6/20/25	301	Mech
314		Filter Replacement-64	10 days	Mon 6/9/25	Fri 6/20/25	301	Mech
315		Contingency repairs-	65 days	Mon 7/21/25	Fri 10/17/25	313FS+4 wks	Mech
316		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
317		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	316	Syserco
318		CO2 Installation-16	25 days	Mon 6/23/25	Fri 7/25/25	317,218,313	Syserco
319		**Esperanza Elementary**	**265 days**	**Mon 10/14/24**	**Fri 10/17/25**		
320		**Ventillation CalShape**	**265 days**	**Mon 10/14/24**	**Fri 10/17/25**		
321		HVAC Unit Assessement-23	10 days	Mon 6/9/25	Fri 6/20/25	301	Mech
322		Filter Replacement-76	10 days	Mon 6/9/25	Fri 6/20/25	301	Mech
323		Contingency repairs-	65 days	Mon 7/21/25	Fri 10/17/25	321FS+4 wks	Mech
324		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
325		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	324	Syserco
326		CO2 Installation-19	25 days	Mon 6/23/25	Fri 7/25/25	325,218,321	Syserco
327		**Franklin Elementary**	**265 days**	**Mon 10/14/24**	**Fri 10/17/25**		
328		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
329		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
330		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	329	Plumbing
331		Installation	60 days	Mon 2/3/25	Fri 4/25/25	330	Plumbing
332		**Ventillation CalShape**	**265 days**	**Mon 10/14/24**	**Fri 10/17/25**		
333		HVAC Unit Assessement-47	10 days	Mon 6/9/25	Fri 6/20/25	301	Mech
334		Filter Replacement-156	10 days	Mon 6/9/25	Fri 6/20/25	301	Mech
335		Contingency repairs-	65 days	Mon 7/21/25	Fri 10/17/25	333FS+4 wks	Mech
336		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
337		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	336	Syserco
338		CO2 Installation-39	25 days	Mon 6/23/25	Fri 7/25/25	337,218,333	Syserco
339		**Fred T. Korematsu Discovery Academy**	**275 days**	**Mon 10/14/24**	**Fri 10/31/25**		
340		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
341		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
342		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	341	Plumbing
343		Installation	60 days	Mon 2/3/25	Fri 4/25/25	342	Plumbing
344		**Ventillation CalShape**	**275 days**	**Mon 10/14/24**	**Fri 10/31/25**		
345		HVAC Unit Assessement-22	10 days	Mon 6/23/25	Fri 7/4/25	333	Mech
346		Filter Replacement-72	10 days	Mon 6/23/25	Fri 7/4/25	333	Mech
347		Contingency repairs-	65 days	Mon 8/4/25	Fri 10/31/25	345FS+4 wks	Mech
348		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
349		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	348	Syserco
350		CO2 Installation-18	25 days	Mon 7/7/25	Fri 8/8/25	349,218,345	Syserco
351		**Fremont High**	**275 days**	**Mon 10/14/24**	**Fri 10/31/25**		
352		**Ventillation CalShape**	**275 days**	**Mon 10/14/24**	**Fri 10/31/25**		
353		HVAC Unit Assessement-62	10 days	Mon 6/23/25	Fri 7/4/25	333	Mech
354		Filter Replacement-208	10 days	Mon 6/23/25	Fri 7/4/25	333	Mech
355		Contingency repairs-	65 days	Mon 8/4/25	Fri 10/31/25	353FS+4 wks	Mech
356		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
357		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	356	Syserco
358		CO2 Installation-52	25 days	Mon 7/7/25	Fri 8/8/25	357,218,353	Syserco
359		**Frick Middle**	**275 days**	**Mon 10/14/24**	**Fri 10/31/25**		
360		**Ventillation CalShape**	**275 days**	**Mon 10/14/24**	**Fri 10/31/25**		
361		HVAC Unit Assessement-32	10 days	Mon 6/23/25	Fri 7/4/25	333	Mech
362		Filter Replacement-108	10 days	Mon 6/23/25	Fri 7/4/25	333	Mech
363		Contingency repairs-	65 days	Mon 8/4/25	Fri 10/31/25	361FS+4 wks	Mech
364		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
365		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	364	Syserco
366		CO2 Installation-27 (2nd shift)	25 days	Mon 7/7/25	Fri 8/8/25	365,218,361	Syserco
367		**Futures Elementary**	**285 days**	**Mon 10/14/24**	**Fri 11/14/25**		
368		**Ventillation CalShape**	**285 days**	**Mon 10/14/24**	**Fri 11/14/25**		
369		HVAC Unit Assessement-24	10 days	Mon 7/7/25	Fri 7/18/25	361	Mech
370		Filter Replacement-80	10 days	Mon 7/7/25	Fri 7/18/25	361	Mech
371		Contingency repairs-	65 days	Mon 8/18/25	Fri 11/14/25	369FS+4 wks	Mech
372		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco



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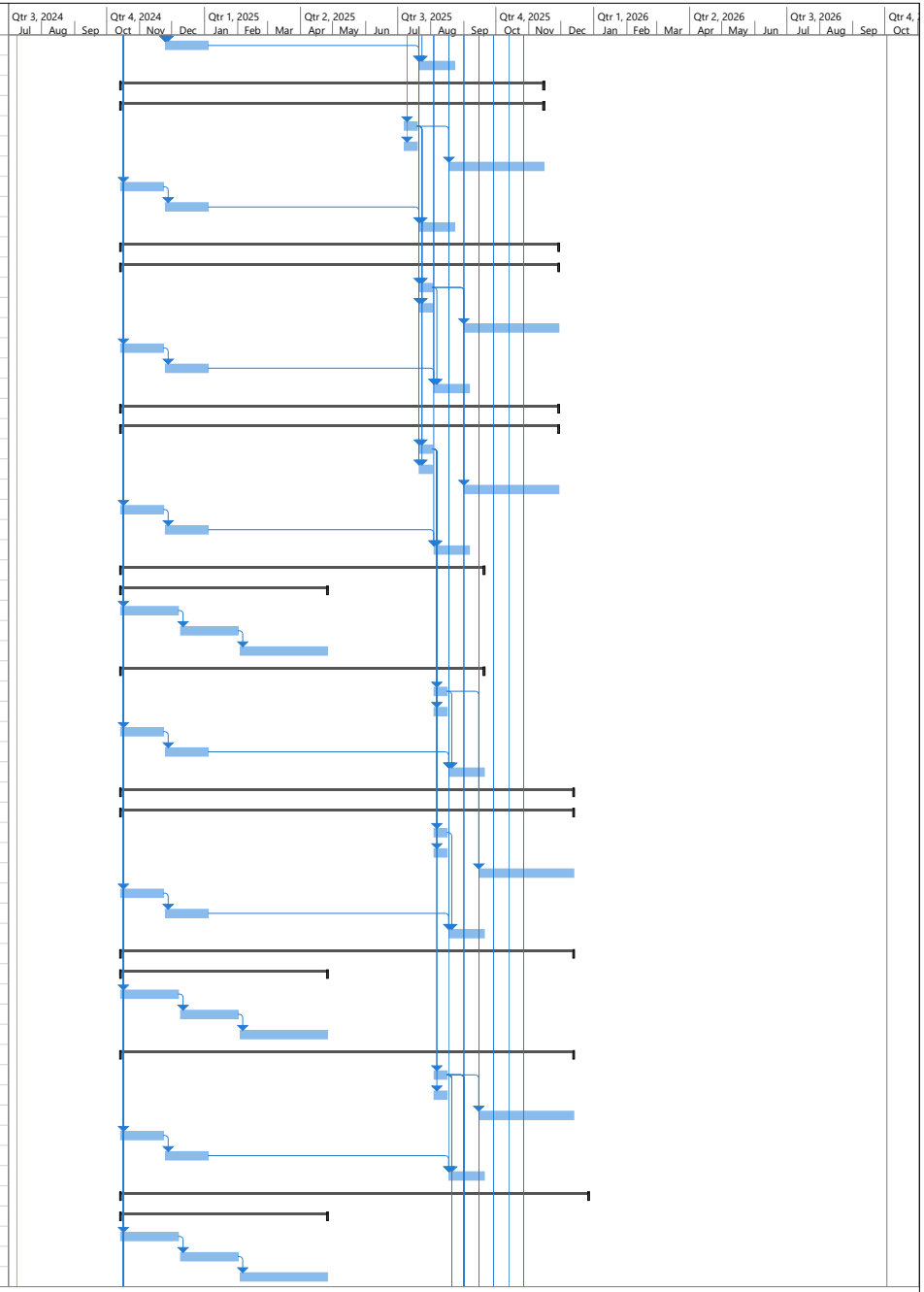
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
373		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	5,2,3,4,372	Syserco
374		CO2 Installation-20 (2nd shift)	25 days	Mon 7/21/25	Fri 8/22/25	373,218,369	Syserco
375		**Garfield Elementary**	**285 days**	**Mon 10/14/24**	**Fri 11/14/25**		
376		**Ventillation CalShape**	**285 days**	**Mon 10/14/24**	**Fri 11/14/25**		
377		HVAC Unit Assessement-45	10 days	Mon 7/7/25	Fri 7/18/25	361	Mech
378		Filter Replacement-148	10 days	Mon 7/7/25	Fri 7/18/25	361	Mech
379		Contingency repairs-	65 days	Mon 8/18/25	Fri 11/14/25	377FS+4 wks	Mech
380		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
381		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	380	Syserco
382		CO2 Installation-37 (2nd shift)	25 days	Mon 7/21/25	Fri 8/22/25	381,218,377	Syserco
383		**Gateway to College at Laney College**	**295 days**	**Mon 10/14/24**	**Fri 11/28/25**		
384		**Ventillation CalShape**	**295 days**	**Mon 10/14/24**	**Fri 11/28/25**		
385		HVAC Unit Assessement-2	10 days	Mon 7/21/25	Fri 8/1/25	361,377	Mech
386		Filter Replacement-4	10 days	Mon 7/21/25	Fri 8/1/25	361,377	Mech
387		Contingency repairs-	65 days	Mon 9/1/25	Fri 11/28/25	385FS+4 wks	Mech
388		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
389		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	388	Syserco
390		CO2 Installation-1 (2nd shift)	25 days	Mon 8/4/25	Fri 9/5/25	389,218,385	Syserco
391		**Glenview ES**	**295 days**	**Mon 10/14/24**	**Fri 11/28/25**		
392		**Ventillation CalShape**	**295 days**	**Mon 10/14/24**	**Fri 11/28/25**		
393		HVAC Unit Assessement-24	10 days	Mon 7/21/25	Fri 8/1/25	361,377	Mech
394		Filter Replacement-60	10 days	Mon 7/21/25	Fri 8/1/25	361,377	Mech
395		Contingency repairs-	65 days	Mon 9/1/25	Fri 11/28/25	385FS+4 wks	Mech
396		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
397		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	396	Syserco
398		CO2 Installation-20 (2nd shift)	25 days	Mon 8/4/25	Fri 9/5/25	397,218,393	Syserco
399		**Global Family**	**245 days**	**Mon 10/14/24**	**Fri 9/19/25**		
400		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
401		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
402		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	401	Plumbing
403		Installation	60 days	Mon 2/3/25	Fri 4/25/25	402	Plumbing
404		**Ventillation CalShape**	**245 days**	**Mon 10/14/24**	**Fri 9/19/25**		
405		HVAC Unit Assessement-48	10 days	Mon 8/4/25	Fri 8/15/25	393	Mech
406		Filter Replacement-160	10 days	Mon 8/4/25	Fri 8/15/25	393	Mech
407		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
408		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	407	Syserco
409		CO2 Installation-40 (2nd shift)	25 days	Mon 8/18/25	Fri 9/19/25	408,218,405	Syserco
410		**Greenleaf Elementary**	**305 days**	**Mon 10/14/24**	**Fri 12/12/25**		
411		**Ventillation CalShape**	**305 days**	**Mon 10/14/24**	**Fri 12/12/25**		
412		HVAC Unit Assessement-37	10 days	Mon 8/4/25	Fri 8/15/25	393	Mech
413		Filter Replacement-124	10 days	Mon 8/4/25	Fri 8/15/25	393	Mech
414		Contingency repairs-	65 days	Mon 9/15/25	Fri 12/12/25	405FS+4 wks	Mech
415		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
416		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	415	Syserco
417		CO2 Installation-31 (2nd shift)	25 days	Mon 8/18/25	Fri 9/19/25	416,218,412	Syserco
418		**Hillcrest ES**	**305 days**	**Mon 10/14/24**	**Fri 12/12/25**		
419		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
420		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
421		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	420	Plumbing
422		Installation	60 days	Mon 2/3/25	Fri 4/25/25	421	Plumbing
423		**Ventillation CalShape**	**305 days**	**Mon 10/14/24**	**Fri 12/12/25**		
424		HVAC Unit Assessement-17	10 days	Mon 8/4/25	Fri 8/15/25	393	Mech
425		Filter Replacement-42	10 days	Mon 8/4/25	Fri 8/15/25	393	Mech
426		Contingency repairs-	65 days	Mon 9/15/25	Fri 12/12/25	424FS+4 wks	Mech
427		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
428		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	427	Syserco
429		CO2 Installation-14 (2nd shift)	25 days	Mon 8/18/25	Fri 9/19/25	428,218,424	Syserco
430		**Home and Hospital Program**	**315 days**	**Mon 10/14/24**	**Fri 12/26/25**		
431		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
432		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
433		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	432	Plumbing
434		Installation	60 days	Mon 2/3/25	Fri 4/25/25	433	Plumbing



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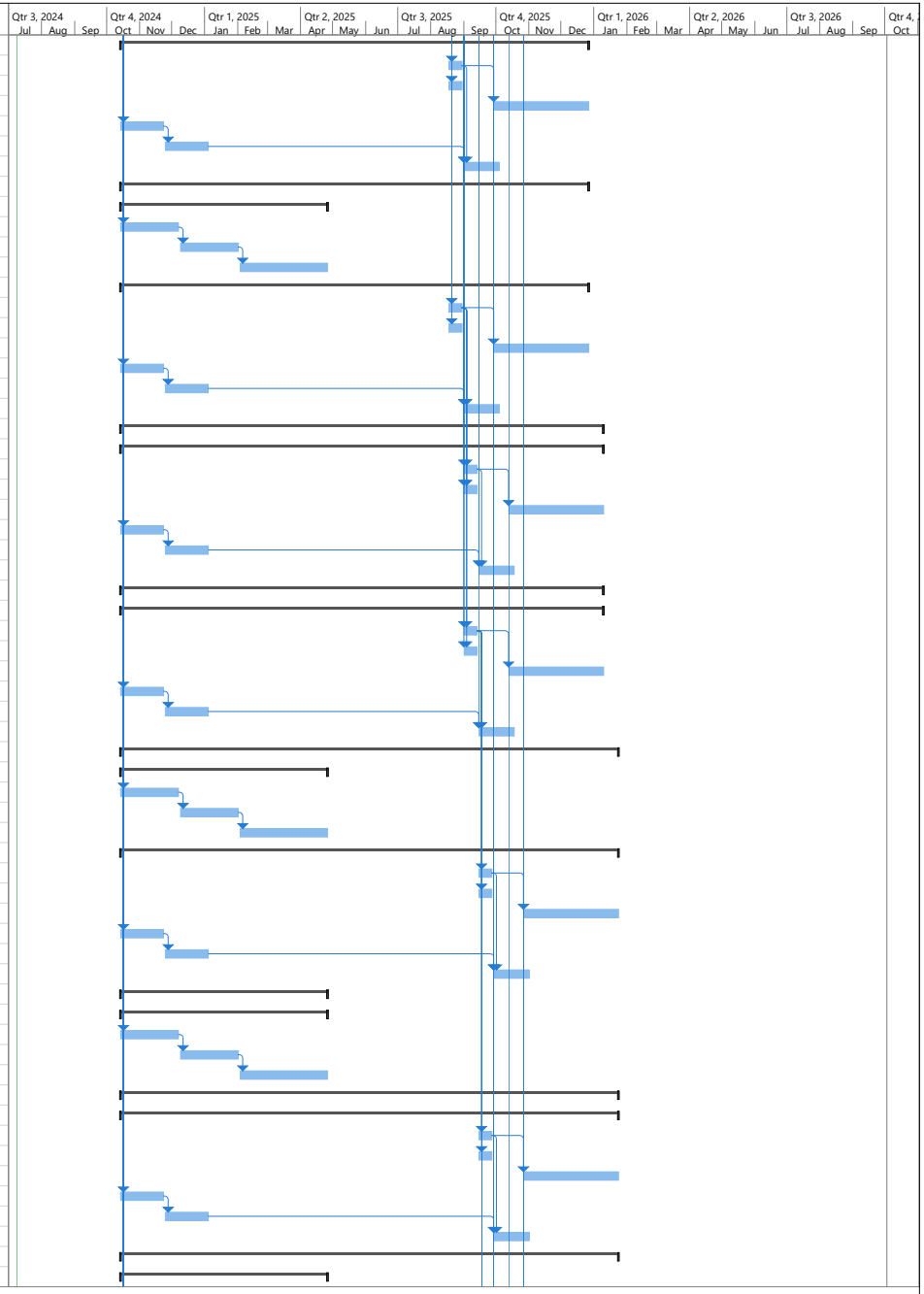
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
435		**Ventillation CalShape**	**315 days**	**Mon 10/14/24**	**Fri 12/26/25**		
436		HVAC Unit Assessement-26	10 days	Mon 8/18/25	Fri 8/29/25	424	Mech
437		Filter Replacement-66	10 days	Mon 8/18/25	Fri 8/29/25	424	Mech
438		Contingency repairs-	65 days	Mon 9/29/25	Fri 12/26/25	436FS+4 wks	Mech
439		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
440		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	439	Syserco
441		CO2 Installation-22 (2nd shift)	25 days	Mon 9/1/25	Fri 10/3/25	440,218,436	Syserco
442		**Hoover Elementary**	**315 days**	**Mon 10/14/24**	**Fri 12/26/25**		
443		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
444		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
445		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	444	Plumbing
446		Installation	60 days	Mon 2/3/25	Fri 4/25/25	445	Plumbing
447		**Ventillation CalShape**	**315 days**	**Mon 10/14/24**	**Fri 12/26/25**		
448		HVAC Unit Assessement-27	10 days	Mon 8/18/25	Fri 8/29/25	424	Mech
449		Filter Replacement-88	10 days	Mon 8/18/25	Fri 8/29/25	424	Mech
450		Contingency repairs-	65 days	Mon 9/29/25	Fri 12/26/25	448FS+4 wks	Mech
451		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
452		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	451	Syserco
453		CO2 Installation-22 (2nd shift)	25 days	Mon 9/1/25	Fri 10/3/25	452,218,448	Syserco
454		**Horace Mann Elementary**	**325 days**	**Mon 10/14/24**	**Fri 1/9/26**		
455		**Ventillation CalShape**	**325 days**	**Mon 10/14/24**	**Fri 1/9/26**		
456		HVAC Unit Assessement-22	10 days	Mon 9/1/25	Fri 9/12/25	424,448	Mech
457		Filter Replacement-72	10 days	Mon 9/1/25	Fri 9/12/25	424,448	Mech
458		Contingency repairs-	65 days	Mon 10/13/25	Fri 1/9/26	456FS+4 wks	Mech
459		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
460		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	459	Syserco
461		CO2 Installation-18 (2nd shift)	25 days	Mon 9/15/25	Fri 10/17/25	460,218,456	Syserco
462		**Howard Elementary**	**325 days**	**Mon 10/14/24**	**Fri 1/9/26**		
463		**Ventillation CalShape**	**325 days**	**Mon 10/14/24**	**Fri 1/9/26**		
464		HVAC Unit Assessement-26	10 days	Mon 9/1/25	Fri 9/12/25	424,448	Mech
465		Filter Replacement-88	10 days	Mon 9/1/25	Fri 9/12/25	424,448	Mech
466		Contingency repairs-	65 days	Mon 10/13/25	Fri 1/9/26	464FS+4 wks	Mech
467		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
468		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	467	Syserco
469		CO2 Installation-22 (2nd shift)	25 days	Mon 9/15/25	Fri 10/17/25	468,218,464	Syserco
470		**Independent Study, Sojourner Truth**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
471		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
472		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
473		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	472	Plumbing
474		Installation	60 days	Mon 2/3/25	Fri 4/25/25	473	Plumbing
475		**Ventillation CalShape**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
476		HVAC Unit Assessement-24	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
477		Filter Replacement-80	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
478		Contingency repairs-	65 days	Mon 10/27/25	Fri 1/23/26	476FS+4 wks	Mech
479		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
480		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	479	Syserco
481		CO2 Installation-20 (2nd shift)	25 days	Mon 9/29/25	Fri 10/31/25	480,218,476	Syserco
482		**Infant and Preschool Program**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
483		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
484		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
485		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	484	Plumbing
486		Installation	60 days	Mon 2/3/25	Fri 4/25/25	485	Plumbing
487		**International Community**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
488		**Ventillation CalShape**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
489		HVAC Unit Assessement-22	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
490		Filter Replacement-72	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
491		Contingency repairs-	65 days	Mon 10/27/25	Fri 1/23/26	489FS+4 wks	Mech
492		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
493		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	492	Syserco
494		CO2 Installation-18 (2nd shift)	25 days	Mon 9/29/25	Fri 10/31/25	493,218,489	Syserco
495		**Joaquin Miller ES**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
496		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		



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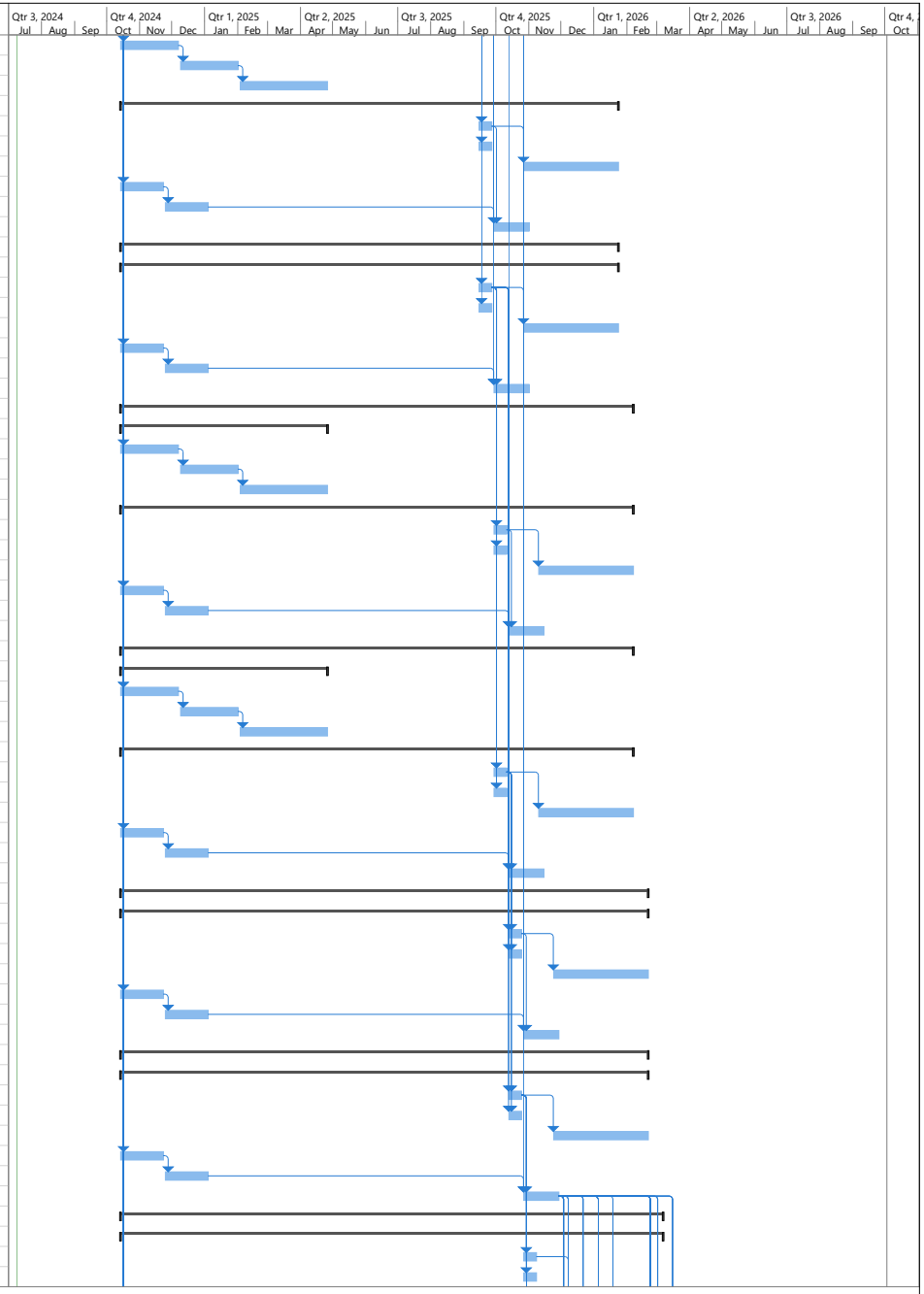
Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

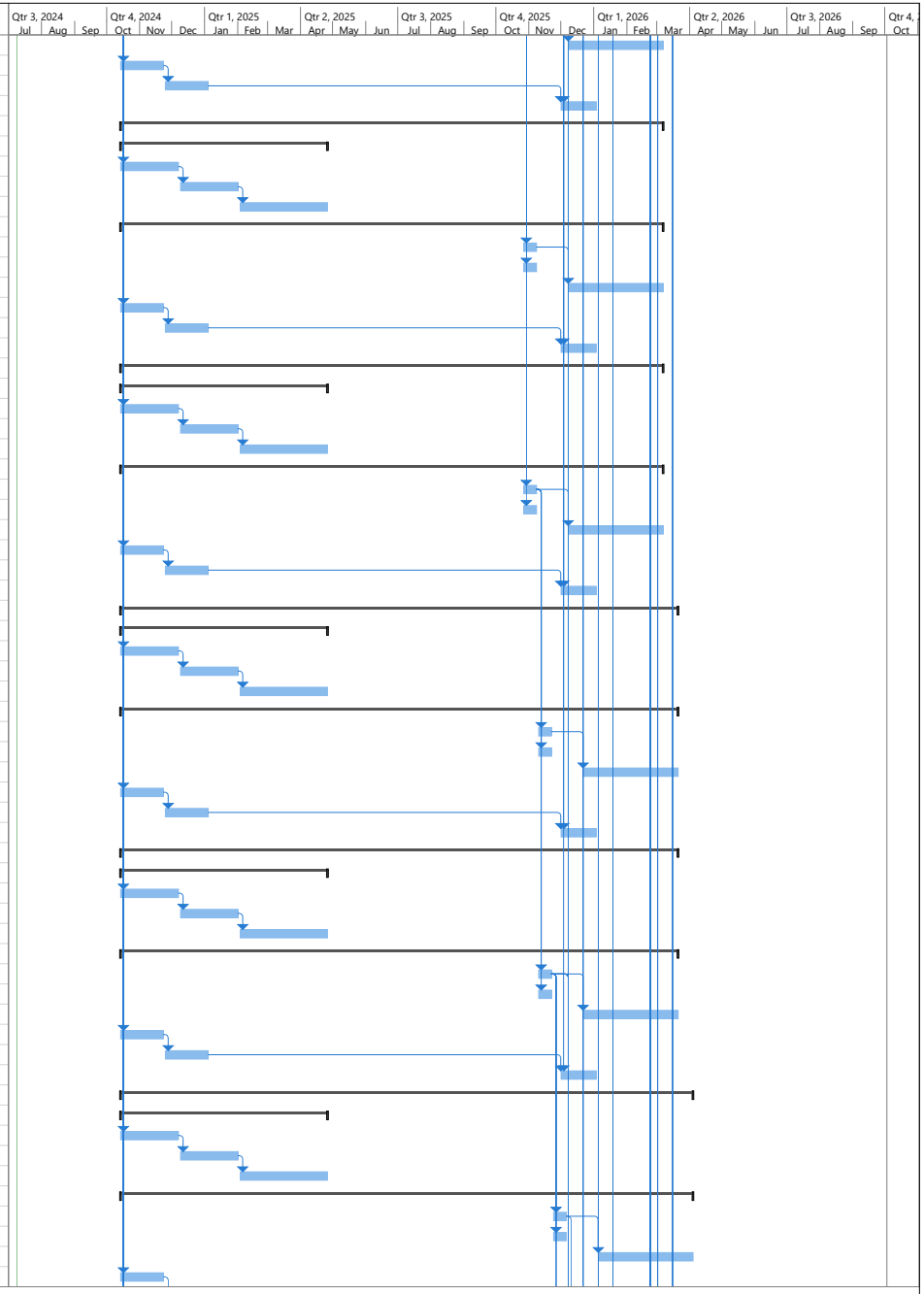
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
497		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
498		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	497	Plumbing
499		Installation	60 days	Mon 2/3/25	Fri 4/25/25	498	Plumbing
500		**Ventillation CalShape**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
501		HVAC Unit Assessement-19	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
502		Filter Replacement-48	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
503		Contingency repairs-	65 days	Mon 10/27/25	Fri 1/23/26	501FS+4 wks	Mech
504		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
505		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	504	Syserco
506		CO2 Installation-16 (2nd shift)	25 days	Mon 9/29/25	Fri 10/31/25	505,218,501	Syserco
507		**La Escuelita Elementary**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
508		**Ventillation CalShape**	**335 days**	**Mon 10/14/24**	**Fri 1/23/26**		
509		HVAC Unit Assessement-29	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
510		Filter Replacement-96	10 days	Mon 9/15/25	Fri 9/26/25	464	Mech
511		Contingency repairs-	65 days	Mon 10/27/25	Fri 1/23/26	509FS+4 wks	Mech
512		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
513		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	512	Syserco
514		CO2 Installation-24 (2nd shift)	25 days	Mon 9/29/25	Fri 10/31/25	513,218,509	Syserco
515		**Life Academy**	**345 days**	**Mon 10/14/24**	**Fri 2/6/26**		
516		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
517		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
518		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	517	Plumbing
519		Installation	60 days	Mon 2/3/25	Fri 4/25/25	518	Plumbing
520		**Ventillation CalShape**	**345 days**	**Mon 10/14/24**	**Fri 2/6/26**		
521		HVAC Unit Assessement-24	10 days	Mon 9/29/25	Fri 10/10/25	509	Mech
522		Filter Replacement-80	10 days	Mon 9/29/25	Fri 10/10/25	509	Mech
523		Contingency repairs-	65 days	Mon 11/10/25	Fri 2/6/26	521FS+4 wks	Mech
524		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
525		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	524	Syserco
526		CO2 Installation-20 (2nd shift)	25 days	Mon 10/13/25	Fri 11/14/25	525,218,521	Syserco
527		**Lincoln Elementary**	**345 days**	**Mon 10/14/24**	**Fri 2/6/26**		
528		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
529		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
530		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	529	Plumbing
531		Installation	60 days	Mon 2/3/25	Fri 4/25/25	530	Plumbing
532		**Ventillation CalShape**	**345 days**	**Mon 10/14/24**	**Fri 2/6/26**		
533		HVAC Unit Assessement-36	10 days	Mon 9/29/25	Fri 10/10/25	509	Mech
534		Filter Replacement-120	10 days	Mon 9/29/25	Fri 10/10/25	509	Mech
535		Contingency repairs-	65 days	Mon 11/10/25	Fri 2/6/26	533FS+4 wks	Mech
536		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
537		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	536	Syserco
538		CO2 Installation-30 (2nd shift)	25 days	Mon 10/13/25	Fri 11/14/25	537,218,533	Syserco
539		**Madison Park Primary (TK-5)**	**355 days**	**Mon 10/14/24**	**Fri 2/20/26**		
540		**Ventillation CalShape**	**355 days**	**Mon 10/14/24**	**Fri 2/20/26**		
541		HVAC Unit Assessement-22	10 days	Mon 10/13/25	Fri 10/24/25	509,533	Mech
542		Filter Replacement-72	10 days	Mon 10/13/25	Fri 10/24/25	509,533	Mech
543		Contingency repairs-	65 days	Mon 11/24/25	Fri 2/20/26	541FS+4 wks	Mech
544		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
545		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	544	Syserco
546		CO2 Installation-18 (2nd shift)	25 days	Mon 10/27/25	Fri 11/28/25	545,218,541	Syserco
547		**Makrham Elementary**	**355 days**	**Mon 10/14/24**	**Fri 2/20/26**		
548		**Ventillation CalShape**	**355 days**	**Mon 10/14/24**	**Fri 2/20/26**		
549		HVAC Unit Assessement-35	10 days	Mon 10/13/25	Fri 10/24/25	509,533	Mech
550		Filter Replacement-116	10 days	Mon 10/13/25	Fri 10/24/25	509,533	Mech
551		Contingency repairs-	65 days	Mon 11/24/25	Fri 2/20/26	549FS+4 wks	Mech
552		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
553		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	552	Syserco
554		CO2 Installation-29 (2nd shift)	25 days	Mon 10/27/25	Fri 11/28/25	553,218,549	Syserco
555		**Manzanita CDC Seed**	**365 days**	**Mon 10/14/24**	**Fri 3/6/26**		
556		**Ventillation CalShape**	**365 days**	**Mon 10/14/24**	**Fri 3/6/26**		
557		HVAC Unit Assessement-7	10 days	Mon 10/27/25	Fri 11/7/25	549	Mech
558		Filter Replacement-20	10 days	Mon 10/27/25	Fri 11/7/25	549	Mech



Project: Oakland USD milestone
Date: Tue 7/9/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

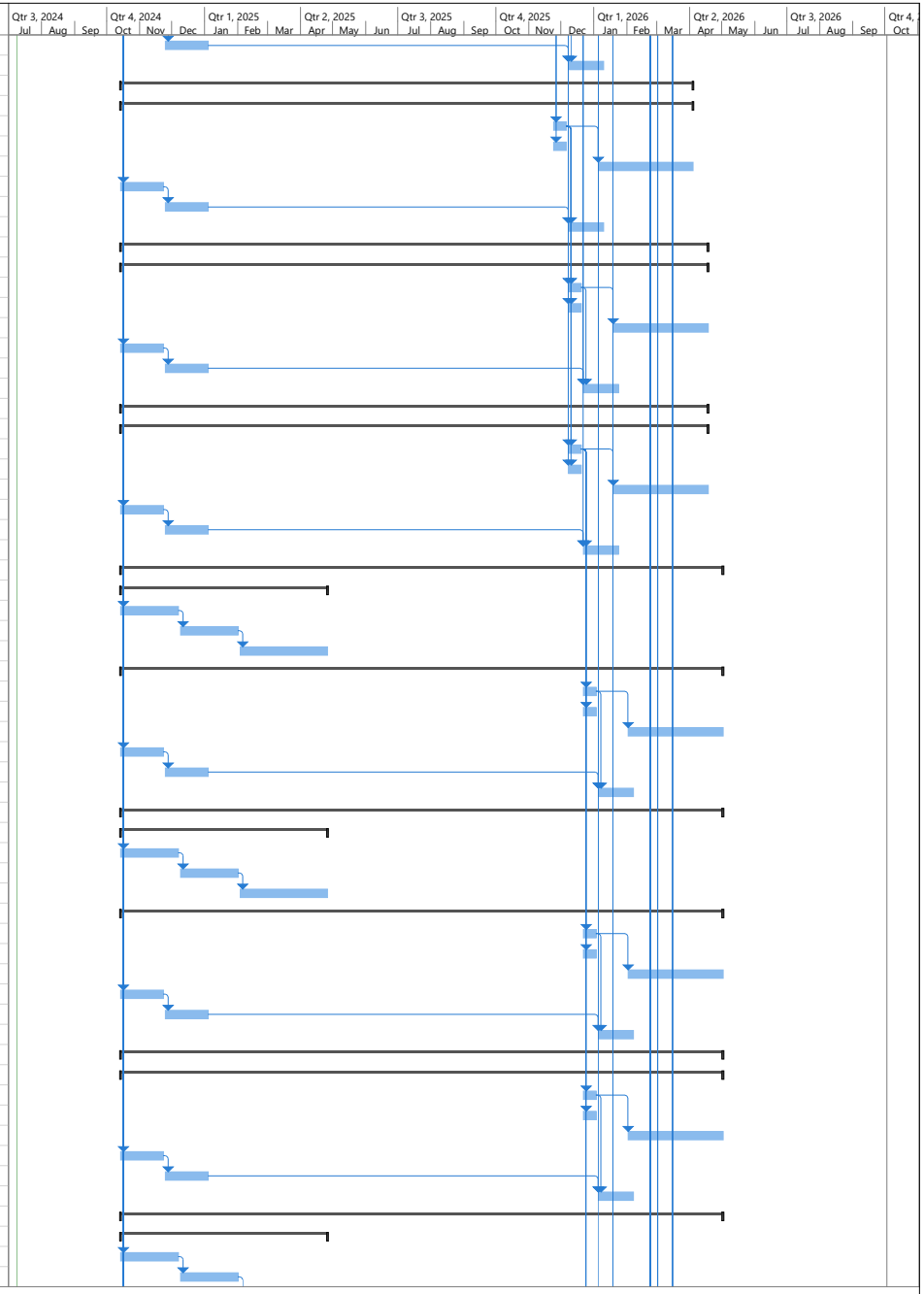
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
559		Contingency repairs-	65 days	Mon 12/8/25	Fri 3/6/26	557FS+4 wks	Mech
560		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
561		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	560	Syserco
562		CO2 Installation-5 (2nd shift)	25 days	Mon 12/1/25	Fri 1/2/26	561,554	Syserco
563		**Mcclymonds High**	**365 days**	**Mon 10/14/24**	**Fri 3/6/26**		
564		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
565		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
566		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	565	Plumbing
567		Installation	60 days	Mon 2/3/25	Fri 4/25/25	566	Plumbing
568		**Ventillation CalShape**	**365 days**	**Mon 10/14/24**	**Fri 3/6/26**		
569		HVAC Unit Assessement-51	10 days	Mon 10/27/25	Fri 11/7/25	549	Mech
570		Filter Replacement-172	10 days	Mon 10/27/25	Fri 11/7/25	549	Mech
571		Contingency repairs-	65 days	Mon 12/8/25	Fri 3/6/26	569FS+4 wks	Mech
572		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
573		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	572	Syserco
574		CO2 Installation-43 (2nd shift)	25 days	Mon 12/1/25	Fri 1/2/26	573,554	Syserco
575		**Melrose Leadership Academy**	**365 days**	**Mon 10/14/24**	**Fri 3/6/26**		
576		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
577		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
578		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	577	Plumbing
579		Installation	60 days	Mon 2/3/25	Fri 4/25/25	578	Plumbing
580		**Ventillation CalShape**	**365 days**	**Mon 10/14/24**	**Fri 3/6/26**		
581		HVAC Unit Assessement-29	10 days	Mon 10/27/25	Fri 11/7/25	549	Mech
582		Filter Replacement-96	10 days	Mon 10/27/25	Fri 11/7/25	549	Mech
583		Contingency repairs-	65 days	Mon 12/8/25	Fri 3/6/26	581FS+4 wks	Mech
584		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
585		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	584	Syserco
586		CO2 Installation-24	25 days	Mon 12/1/25	Fri 1/2/26	585,554	Syserco
587		**MetWest High**	**375 days**	**Mon 10/14/24**	**Fri 3/20/26**		
588		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
589		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
590		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	589	Plumbing
591		Installation	60 days	Mon 2/3/25	Fri 4/25/25	590	Plumbing
592		**Ventillation CalShape**	**375 days**	**Mon 10/14/24**	**Fri 3/20/26**		
593		HVAC Unit Assessement-43	10 days	Mon 11/10/25	Fri 11/21/25	581	Mech
594		Filter Replacement-144	10 days	Mon 11/10/25	Fri 11/21/25	581	Mech
595		Contingency repairs-	65 days	Mon 12/22/25	Fri 3/20/26	593FS+4 wks	Mech
596		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
597		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	596	Syserco
598		CO2 Installation-36	25 days	Mon 12/1/25	Fri 1/2/26	597,554	Syserco
599		**Montclair ES**	**375 days**	**Mon 10/14/24**	**Fri 3/20/26**		
600		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
601		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
602		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	601	Plumbing
603		Installation	60 days	Mon 2/3/25	Fri 4/25/25	602	Plumbing
604		**Ventillation CalShape**	**375 days**	**Mon 10/14/24**	**Fri 3/20/26**		
605		HVAC Unit Assessement-32	10 days	Mon 11/10/25	Fri 11/21/25	581	Mech
606		Filter Replacement-81	10 days	Mon 11/10/25	Fri 11/21/25	581	Mech
607		Contingency repairs-	65 days	Mon 12/22/25	Fri 3/20/26	605FS+4 wks	Mech
608		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
609		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	608	Syserco
610		CO2 Installation-27	25 days	Mon 12/1/25	Fri 1/2/26	609,554	Syserco
611		**Montera MS**	**385 days**	**Mon 10/14/24**	**Fri 4/3/26**		
612		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
613		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
614		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	613	Plumbing
615		Installation	60 days	Mon 2/3/25	Fri 4/25/25	614	Plumbing
616		**Ventillation CalShape**	**385 days**	**Mon 10/14/24**	**Fri 4/3/26**		
617		HVAC Unit Assessement-52	10 days	Mon 11/24/25	Fri 12/5/25	605	Mech
618		Filter Replacement-129	10 days	Mon 11/24/25	Fri 12/5/25	605	Mech
619		Contingency repairs-	65 days	Mon 1/5/26	Fri 4/3/26	617FS+4 wks	Mech
620		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco



Project: Oakland USD milestone
Date: Tue 7/9/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

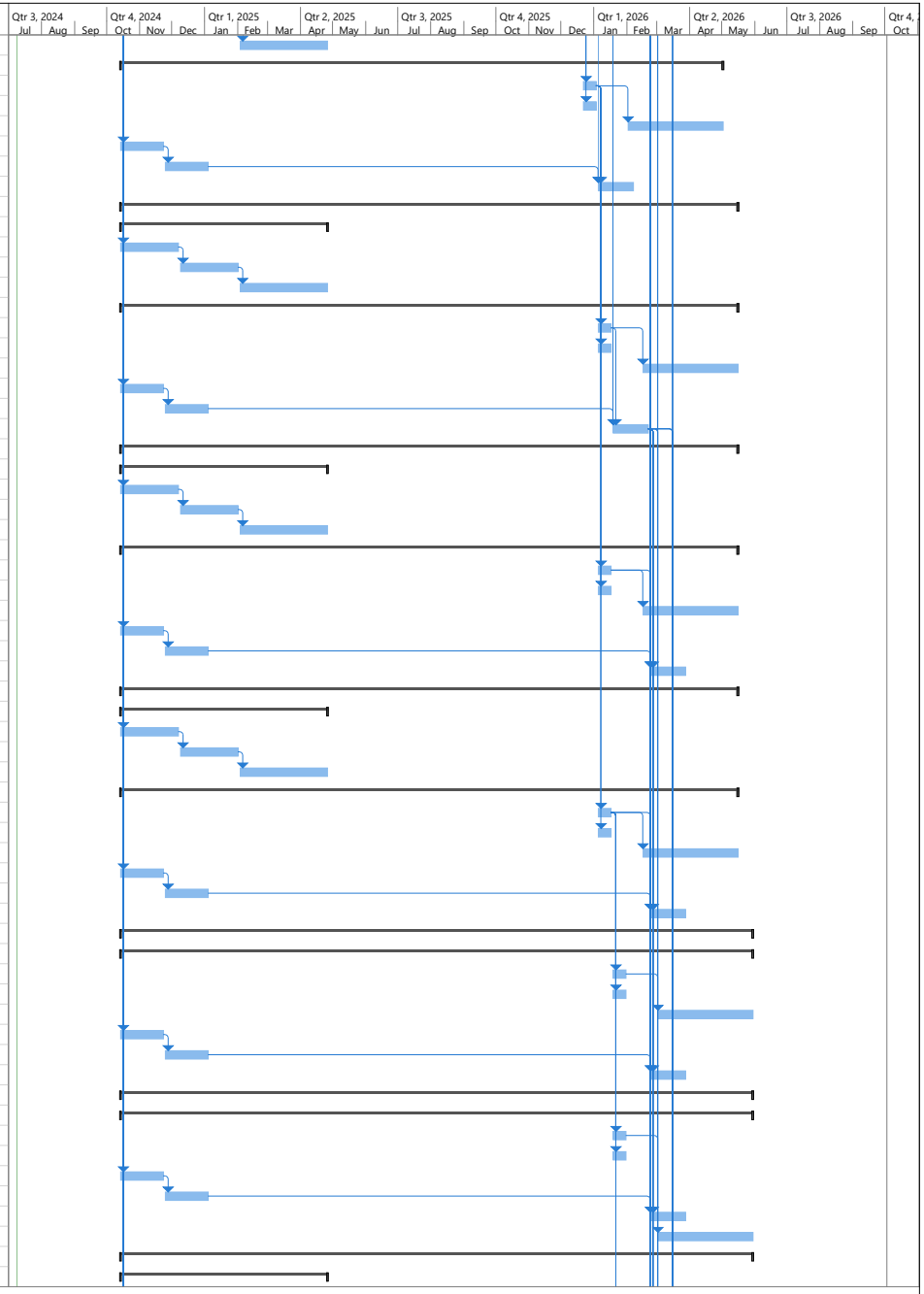
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
621		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	620	Syserco
622		CO2 Installation-43	25 days	Mon 12/8/25	Fri 1/9/26	621,554,617	Syserco
623		**Oakland International High**	**385 days**	**Mon 10/14/24**	**Fri 4/3/26**		
624		**Ventillation CalShape**	**385 days**	**Mon 10/14/24**	**Fri 4/3/26**		
625		HVAC Unit Assessement-30	10 days	Mon 11/24/25	Fri 12/5/25	605	Mech
626		Filter Replacement-100	10 days	Mon 11/24/25	Fri 12/5/25	605	Mech
627		Contingency repairs-	65 days	Mon 1/5/26	Fri 4/3/26	625FS+4 wks	Mech
628		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
629		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	628	Syserco
630		CO2 Installation-25	25 days	Mon 12/8/25	Fri 1/9/26	629,554,625	Syserco
631		**Oakland School of Language**	**395 days**	**Mon 10/14/24**	**Fri 4/17/26**		
632		**Ventillation CalShape**	**395 days**	**Mon 10/14/24**	**Fri 4/17/26**		
633		HVAC Unit Assessement-12	10 days	Mon 12/8/25	Fri 12/19/25	605,625	Mech
634		Filter Replacement-40	10 days	Mon 12/8/25	Fri 12/19/25	605,625	Mech
635		Contingency repairs-	65 days	Mon 1/19/26	Fri 4/17/26	633FS+4 wks	Mech
636		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
637		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	636	Syserco
638		CO2 Installation-10	25 days	Mon 12/22/25	Fri 1/23/26	637,554,633	Syserco
639		**Parker Elementary**	**395 days**	**Mon 10/14/24**	**Fri 4/17/26**		
640		**Ventillation CalShape**	**395 days**	**Mon 10/14/24**	**Fri 4/17/26**		
641		HVAC Unit Assessement-25	10 days	Mon 12/8/25	Fri 12/19/25	605,625	Mech
642		Filter Replacement-84	10 days	Mon 12/8/25	Fri 12/19/25	605,625	Mech
643		Contingency repairs-	65 days	Mon 1/19/26	Fri 4/17/26	641FS+4 wks	Mech
644		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
645		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	644	Syserco
646		CO2 Installation-21	25 days	Mon 12/22/25	Fri 1/23/26	645,554,641	Syserco
647		**Peralta ES**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
648		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
649		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
650		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	649	Plumbing
651		Installation	60 days	Mon 2/3/25	Fri 4/25/25	650	Plumbing
652		**Ventillation CalShape**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
653		HVAC Unit Assessement-18	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
654		Filter Replacement-45	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
655		Contingency repairs-	65 days	Mon 2/2/26	Fri 5/1/26	653FS+4 wks	Mech
656		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
657		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	656	Syserco
658		CO2 Installation-15	25 days	Mon 1/5/26	Fri 2/6/26	657,554,653	Syserco
659		**Piedmont Ave ES**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
660		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
661		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
662		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	661	Plumbing
663		Installation	60 days	Mon 2/3/25	Fri 4/25/25	662	Plumbing
664		**Ventillation CalShape**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
665		HVAC Unit Assessement-24	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
666		Filter Replacement-60	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
667		Contingency repairs-	65 days	Mon 2/2/26	Fri 5/1/26	665FS+4 wks	Mech
668		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
669		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	668	Syserco
670		CO2 Installation-20	25 days	Mon 1/5/26	Fri 2/6/26	669,554,665	Syserco
671		**Prescott ES**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
672		**Ventillation CalShape**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
673		HVAC Unit Assessement-27	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
674		Filter Replacement-88	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
675		Contingency repairs-	65 days	Mon 2/2/26	Fri 5/1/26	673FS+4 wks	Mech
676		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
677		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	676	Syserco
678		CO2 Installation-22	25 days	Mon 1/5/26	Fri 2/6/26	677,554,673	Syserco
679		**Ralph J. Bunche High**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
680		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
681		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
682		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	681	Plumbing



Project: Oakland USD milestone
Date: Tue 7/9/24

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

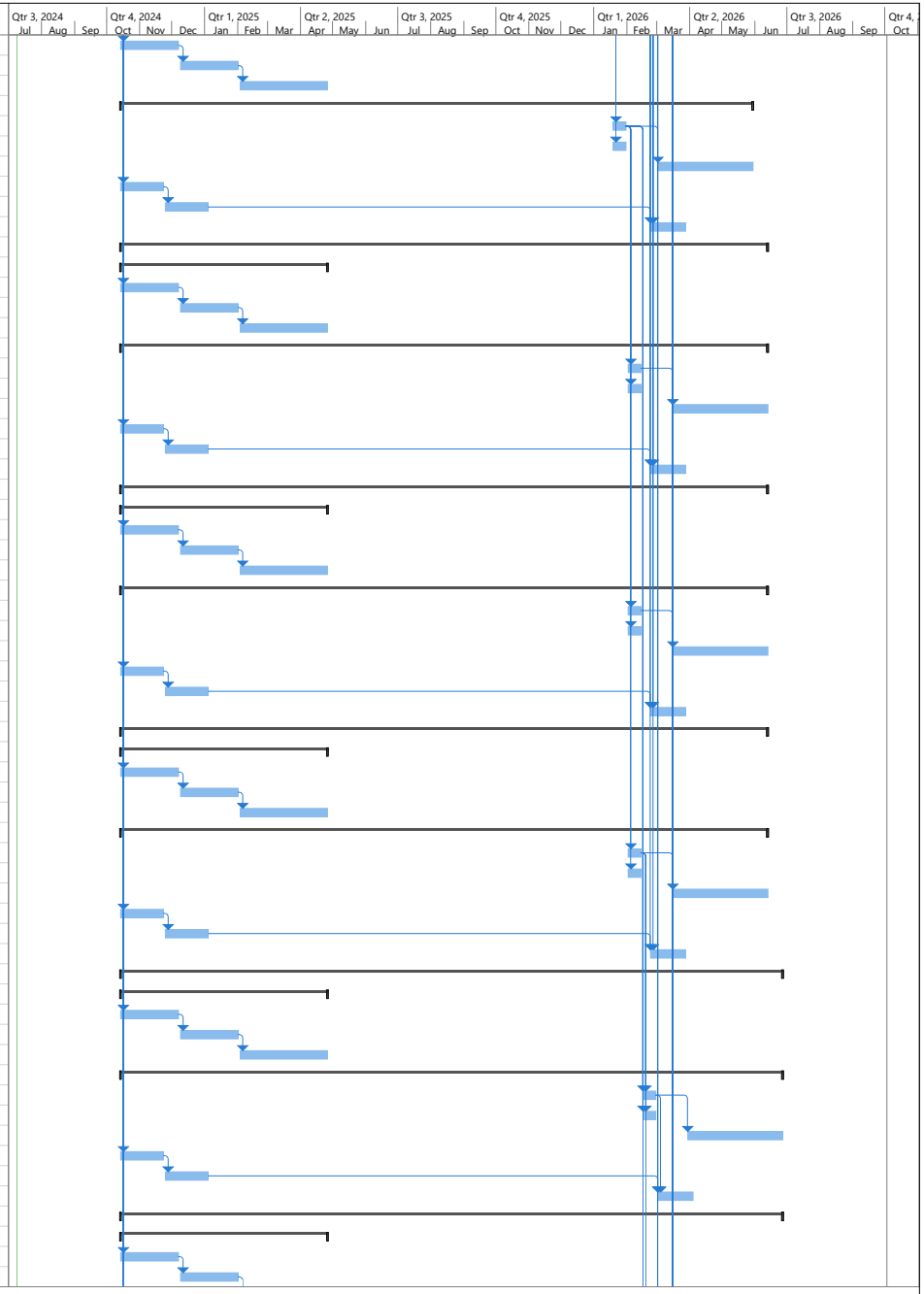
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
683		Installation	60 days	Mon 2/3/25	Fri 4/25/25	682	Plumbing
684		**Ventillation CalShape**	**405 days**	**Mon 10/14/24**	**Fri 5/1/26**		
685		HVAC Unit Assessement-19	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
686		Filter Replacement-64	10 days	Mon 12/22/25	Fri 1/2/26	641	Mech
687		Contingency repairs-	65 days	Mon 2/2/26	Fri 5/1/26	685FS+4 wks	Mech
688		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
689		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	688	Syserco
690		CO2 Installation-16	25 days	Mon 1/5/26	Fri 2/6/26	689,554,685	Syserco
691		**Reach Academy/Cox Academy**	**415 days**	**Mon 10/14/24**	**Fri 5/15/26**		
692		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
693		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
694		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	693	Plumbing
695		Installation	60 days	Mon 2/3/25	Fri 4/25/25	694	Plumbing
696		**Ventillation CalShape**	**415 days**	**Mon 10/14/24**	**Fri 5/15/26**		
697		HVAC Unit Assessement-63	10 days	Mon 1/5/26	Fri 1/16/26	685	Mech
698		Filter Replacement-212	10 days	Mon 1/5/26	Fri 1/16/26	685	Mech
699		Contingency repairs-	65 days	Mon 2/16/26	Fri 5/15/26	697FS+4 wks	Mech
700		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
701		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	700	Syserco
702		CO2 Installation-53	25 days	Mon 1/19/26	Fri 2/20/26	701,554,697	Syserco
703		**Redwood Heights Elementary**	**415 days**	**Mon 10/14/24**	**Fri 5/15/26**		
704		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
705		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
706		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	705	Plumbing
707		Installation	60 days	Mon 2/3/25	Fri 4/25/25	706	Plumbing
708		**Ventillation CalShape**	**415 days**	**Mon 10/14/24**	**Fri 5/15/26**		
709		HVAC Unit Assessement-20	10 days	Mon 1/5/26	Fri 1/16/26	685	Mech
710		Filter Replacement-68	10 days	Mon 1/5/26	Fri 1/16/26	685	Mech
711		Contingency repairs-	65 days	Mon 2/16/26	Fri 5/15/26	709FS+4 wks	Mech
712		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
713		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	712	Syserco
714		CO2 Installation-17	25 days	Mon 2/23/26	Fri 3/27/26	713,554,702,709	Syserco
715		**Rise Community School**	**415 days**	**Mon 10/14/24**	**Fri 5/15/26**		
716		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
717		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
718		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	717	Plumbing
719		Installation	60 days	Mon 2/3/25	Fri 4/25/25	718	Plumbing
720		**Ventillation CalShape**	**415 days**	**Mon 10/14/24**	**Fri 5/15/26**		
721		HVAC Unit Assessement-22	10 days	Mon 1/5/26	Fri 1/16/26	685	Mech
722		Filter Replacement-72	10 days	Mon 1/5/26	Fri 1/16/26	685	Mech
723		Contingency repairs-	65 days	Mon 2/16/26	Fri 5/15/26	721FS+4 wks	Mech
724		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
725		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	724	Syserco
726		CO2 Installation-18	25 days	Mon 2/23/26	Fri 3/27/26	725,554,702,721	Syserco
727		**Roosevelt Middle**	**425 days**	**Mon 10/14/24**	**Fri 5/29/26**		
728		**Ventillation CalShape**	**425 days**	**Mon 10/14/24**	**Fri 5/29/26**		
729		HVAC Unit Assessement-38	10 days	Mon 1/19/26	Fri 1/30/26	721	Mech
730		Filter Replacement-128	10 days	Mon 1/19/26	Fri 1/30/26	721	Mech
731		Contingency repairs-	65 days	Mon 3/2/26	Fri 5/29/26	729FS+4 wks	Mech
732		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
733		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	732	Syserco
734		CO2 Installation-32	25 days	Mon 2/23/26	Fri 3/27/26	733,554,702	Syserco
735		**Rudsdale Continuation**	**425 days**	**Mon 10/14/24**	**Fri 5/29/26**		
736		**Ventillation CalShape**	**425 days**	**Mon 10/14/24**	**Fri 5/29/26**		
737		HVAC Unit Assessement - 39	10 days	Mon 1/19/26	Fri 1/30/26	721	Mech
738		Filter Replacement-128	10 days	Mon 1/19/26	Fri 1/30/26	721	Mech
739		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
740		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	739	Syserco
741		CO2 Installation-32	25 days	Mon 2/23/26	Fri 3/27/26	740,554,702	Syserco
742		Contingency repairs-	65 days	Mon 3/2/26	Fri 5/29/26	737FS+4 wks	Mech
743		**Sankofa Academy Elementary**	**425 days**	**Mon 10/14/24**	**Fri 5/29/26**		
744		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		



Project: Oakland USD milestone
Date: Tue 7/9/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

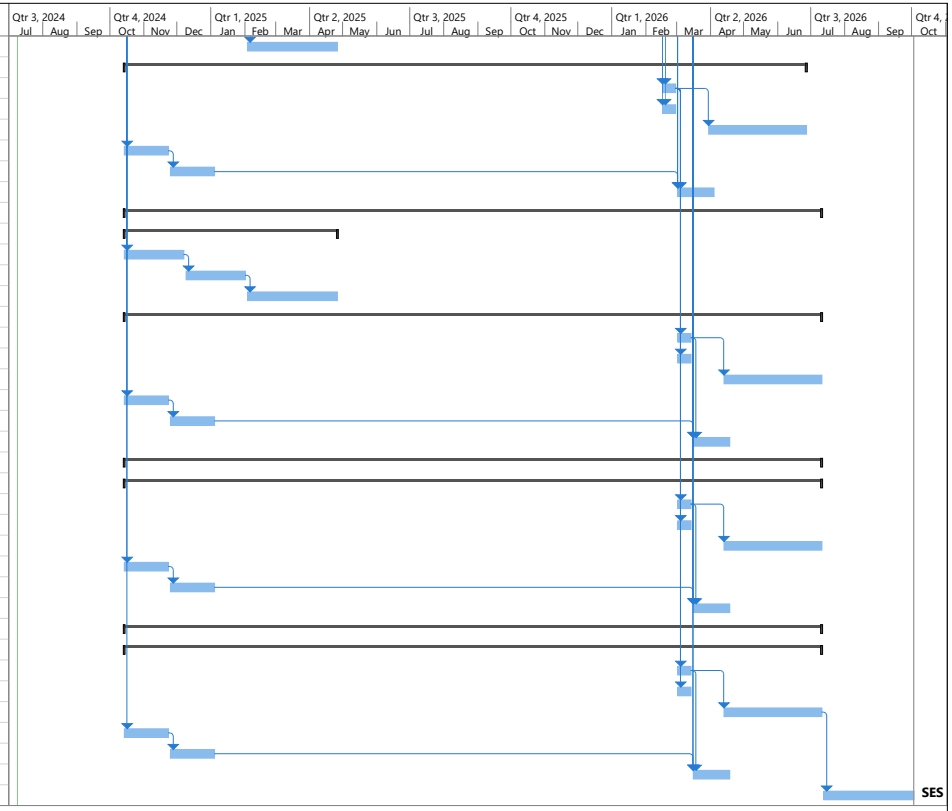
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
745		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
746		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	745	Plumbing
747		Installation	60 days	Mon 2/3/25	Fri 4/25/25	746	Plumbing
748		**Ventillation CalShape**	**425 days**	**Mon 10/14/24**	**Fri 5/29/26**		
749		HVAC Unit Assessement-23	10 days	Mon 1/19/26	Fri 1/30/26	721	Mech
750		Filter Replacement-76	10 days	Mon 1/19/26	Fri 1/30/26	721	Mech
751		Contingency repairs-	65 days	Mon 3/2/26	Fri 5/29/26	749FS+4 wks	Mech
752		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
753		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	752	Syserco
754		CO2 Installation-19	25 days	Mon 2/23/26	Fri 3/27/26	753,554,702	Syserco
755		**Sequoia ES**	**435 days**	**Mon 10/14/24**	**Fri 6/12/26**		
756		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
757		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
758		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	757	Plumbing
759		Installation	60 days	Mon 2/3/25	Fri 4/25/25	758	Plumbing
760		**Ventillation CalShape**	**435 days**	**Mon 10/14/24**	**Fri 6/12/26**		
761		HVAC Unit Assessement-24	10 days	Mon 2/2/26	Fri 2/13/26	749	Mech
762		Filter Replacement-60	10 days	Mon 2/2/26	Fri 2/13/26	749	Mech
763		Contingency repairs-	65 days	Mon 3/16/26	Fri 6/12/26	761FS+4 wks	Mech
764		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
765		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	764	Syserco
766		CO2 Installation-20	25 days	Mon 2/23/26	Fri 3/27/26	765,554,702	Syserco
767		**Street Academy**	**435 days**	**Mon 10/14/24**	**Fri 6/12/26**		
768		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
769		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
770		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	769	Plumbing
771		Installation	60 days	Mon 2/3/25	Fri 4/25/25	770	Plumbing
772		**Ventillation CalShape**	**435 days**	**Mon 10/14/24**	**Fri 6/12/26**		
773		HVAC Unit Assessement-10	10 days	Mon 2/2/26	Fri 2/13/26	749	Mech
774		Filter Replacement-32	10 days	Mon 2/2/26	Fri 2/13/26	749	Mech
775		Contingency repairs-	65 days	Mon 3/16/26	Fri 6/12/26	773FS+4 wks	Mech
776		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
777		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	776	Syserco
778		CO2 Installation-8	25 days	Mon 2/23/26	Fri 3/27/26	777,554,702	Syserco
779		**Think College Now**	**435 days**	**Mon 10/14/24**	**Fri 6/12/26**		
780		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
781		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
782		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	781	Plumbing
783		Installation	60 days	Mon 2/3/25	Fri 4/25/25	782	Plumbing
784		**Ventillation CalShape**	**435 days**	**Mon 10/14/24**	**Fri 6/12/26**		
785		HVAC Unit Assessement-22	10 days	Mon 2/2/26	Fri 2/13/26	749	Mech
786		Filter Replacement-72	10 days	Mon 2/2/26	Fri 2/13/26	749	Mech
787		Contingency repairs-	65 days	Mon 3/16/26	Fri 6/12/26	785FS+4 wks	Mech
788		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
789		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	788	Syserco
790		CO2 Installation-18	25 days	Mon 2/23/26	Fri 3/27/26	789,554,702	Syserco
791		**Thornhill ES**	**445 days**	**Mon 10/14/24**	**Fri 6/26/26**		
792		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
793		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
794		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	793	Plumbing
795		Installation	60 days	Mon 2/3/25	Fri 4/25/25	794	Plumbing
796		**Ventillation CalShape**	**445 days**	**Mon 10/14/24**	**Fri 6/26/26**		
797		HVAC Unit Assessement-22	10 days	Mon 2/16/26	Fri 2/27/26	749,785	Mech
798		Filter Replacement-54	10 days	Mon 2/16/26	Fri 2/27/26	749,785	Mech
799		Contingency repairs-	65 days	Mon 3/30/26	Fri 6/26/26	797FS+4 wks	Mech
800		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
801		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	800	Syserco
802		CO2 Installation-18	25 days	Mon 3/2/26	Fri 4/3/26	801,554,702,797	Syserco
803		**United for Success**	**445 days**	**Mon 10/14/24**	**Fri 6/26/26**		
804		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
805		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
806		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	805	Plumbing



Project: Oakland USD milestone
Date: Tue 7/9/24

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
807		Installation	60 days	Mon 2/3/25	Fri 4/25/25	806	Plumbing
808		**Ventillation CalShape**	**445 days**	**Mon 10/14/24**	**Fri 6/26/26**		
809		HVAC Unit Assessement-24	10 days	Mon 2/16/26	Fri 2/27/26	749,785	Mech
810		Filter Replacement-80	10 days	Mon 2/16/26	Fri 2/27/26	749,785	Mech
811		Contingency repairs-	65 days	Mon 3/30/26	Fri 6/26/26	809FS+4 wks	Mech
812		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
813		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	812	Syserco
814		CO2 Installation-20	25 days	Mon 3/2/26	Fri 4/3/26	813,554,702,809	Syserco
815		**Urban Promise Academy**	**455 days**	**Mon 10/14/24**	**Fri 7/10/26**		
816		**Plumbing CalShape**	**140 days**	**Mon 10/14/24**	**Fri 4/25/25**		
817		Submittals	40 days	Mon 10/14/24	Fri 12/6/24	5	Plumbing
818		Procurement	40 days	Mon 12/9/24	Fri 1/31/25	817	Plumbing
819		Installation	60 days	Mon 2/3/25	Fri 4/25/25	818	Plumbing
820		**Ventillation CalShape**	**455 days**	**Mon 10/14/24**	**Fri 7/10/26**		
821		HVAC Unit Assessement-20	10 days	Mon 3/2/26	Fri 3/13/26	809	Mech
822		Filter Replacement-64	10 days	Mon 3/2/26	Fri 3/13/26	809	Mech
823		Contingency repairs-	65 days	Mon 4/13/26	Fri 7/10/26	821FS+4 wks	Mech
824		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
825		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	824	Syserco
826		CO2 Installation-16	25 days	Mon 3/16/26	Fri 4/17/26	825,554,702,821	Syserco
827		**West Oakland Middle**	**455 days**	**Mon 10/14/24**	**Fri 7/10/26**		
828		**Ventillation CalShape**	**455 days**	**Mon 10/14/24**	**Fri 7/10/26**		
829		HVAC Unit Assessement-47	10 days	Mon 3/2/26	Fri 3/13/26	809	Mech
830		Filter Replacement-156	10 days	Mon 3/2/26	Fri 3/13/26	809	Mech
831		Contingency repairs-	65 days	Mon 4/13/26	Fri 7/10/26	829FS+4 wks	Mech
832		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
833		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	832	Syserco
834		CO2 Installation-39	25 days	Mon 3/16/26	Fri 4/17/26	833,554,702,829	Syserco
835		**Westlake Middle**	**455 days**	**Mon 10/14/24**	**Fri 7/10/26**		
836		**Ventillation CalShape**	**455 days**	**Mon 10/14/24**	**Fri 7/10/26**		
837		HVAC Unit Assessement-43	10 days	Mon 3/2/26	Fri 3/13/26	809	Mech
838		Filter Replacement-144	10 days	Mon 3/2/26	Fri 3/13/26	809	Mech
839		Contingency repairs-	65 days	Mon 4/13/26	Fri 7/10/26	837FS+4 wks	Mech
840		CO2 sensors Submittals	30 days	Mon 10/14/24	Fri 11/22/24	5	Syserco
841		CO2 sensors procurement	30 days	Mon 11/25/24	Fri 1/3/25	840	Syserco
842		CO2 Installation-36	25 days	Mon 3/16/26	Fri 4/17/26	841,554,702,837	Syserco
843		Calshape reporting and closeout	60 days	Mon 7/13/26	Fri 10/2/26	839	SES



Project: Oakland USD milestone
Date: Tue 7/9/24

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

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EXHIBIT C

GENERAL CONDITIONS

GENERAL CONDITIONS

for

DESIGN-BUILD CONSTRUCTION

FOR THE CAL SHAPE AND ENERGY UPGRADES DESIGN-BUILD CONTRACT

ON THE FACILITIES PLANNING AND MANAGEMENT PROJECT

OAKLAND UNIFIED SCHOOL DISTRICT

August 29, 2024

Bond No: 30217396
Premium: $86,799.00

EXHIBIT D

FORM OF PERFORMANCE BOND

WHEREAS the **OAKLAND UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to Syserco Energy Solutions, Inc. (hereinafter "Design-Builder"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the District-Wide Energy Conservation Measures Project, the "Project");

WHEREAS, the Work to be performed by the Design-Builder is more particularly set forth in that certain Agreement between the Obligee and Design-Builder dated August 29, 2024, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Design-Builder is required by said Contract Documents furnish a bond ensuring the Design-Builder's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

NOW, THEREFORE, we Syserco Energy Solutions, Inc., the undersigned Design-Builder, as Principal, and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **OAKLAND UNIFIED SCHOOL DISTRICT** in the sum of * See below dollars, $13,245,094.24, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein. * Thirteen Million Two Hundred Forty-Five Thousand Ninety-Four and 24/100

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt,

diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereto set our hands and seals this 8th day of August, 2024.

Syserco Energy Solutions, Inc.
Principal/Design-Builder

By: _____
President

Western Surety Company
Surety

By: _____
Attorney-in-Fact Karen Rhodes

The rate of premium on this bond is * see tiered rates per thousand.

The total amount of premium charged, $ 86,799.00.

(The above must be filled in by corporate surety.)

Tiered Rates:
First $500k - $11.40
Next $2MM - $8.33
Next $2.5MM - $6.84
Next $2.5MM - $6.22
Next $2.5MM - $5.70
Over $10MM - $5.14

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On this ____ day of _____, in the year _____, before me,

_____, a Notary Public in and for said state, personally appeared

_____, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the

_____ (surety) and acknowledged to me that he subscribed the name of the

_____ (surety) thereto and his own name as Attorney-in-Fact.

** SEE ATTACHED NOTARY ACKNOWLEDGEMENT **
Notary Public in and for said State

(SEAL)

My Commission expires _____.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

[This space intentionally left blank.]

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety Company
2121 N. California Blvd., Suite 760
Walnut Creek, CA 94596

Telephone: (415) 932-7175

(Name and Address of agent or representative for service for service of process in California)

Amanda Garcia
330 N. Brand Blvd., Ste 700
Glendale, CA 91203

Telephone: (213) 337-4615

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

** SEE ATTACHED NOTARY ACKNOWLEDGEMENT ** (SEAL)
Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)

On Aug 8, 2024 before me, K. Holtemann, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Karen Rhodes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. HOLTEMANN
Notary Public - California
Marin County
Commission # 2419598
My Comm. Expires Oct 31, 2026

Signature K. Holt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of February, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 29th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of August, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No: 30217396

Premium included in Performance Bond

EXHIBIT E

FORM OF PAYMENT BOND

WHEREAS, the **OAKLAND UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to Syserco Energy Solutions, Inc. (the "Principal") a contract for the Work commonly described as the District-Wide Energy Conservation Measures Project, the "Project");

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated August 29, 2024, 2024 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, Syserco Energy Solutions, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto OAKLAND UNIFIED SCHOOL DISTRICT, as Obligee, for payment of the penal sum of * See below Dollars ($13,245,094.24), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein. * Thirteen Million Two Hundred Forty-Five Thousand Ninety-Four and 24/100

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 8th day of August, 2024 by their duly authorized agents or representatives.

(Corporate Seal)

Syserco Energy Solutions, Inc.
(Principal Name)

By: Majd Khleif
(Signature)

Majd Khleif
(Typed or Printed Name)

Title: CEO

(Corporate Seal)

Western Surety Company
(Surety Name)

By: Karen Rhodes
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

Karen Rhodes, Attorney-in-Fact
(Typed or Printed Name of Attorney-in-Fact)

2121 N. California Blvd., Suite 760
Walnut Creek, CA 94596
(Address)

(415) 932-7175
(Area Code and Telephone Number of Surety)

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety Company
2121 N. California Blvd., Suite 760
Walnut Creek, CA 94596

Telephone: (415) 932-7175

(Name and Address of agent or representative for service for service of process in California)

Amanda Garcia
330 N. Brand Blvd., Ste 700
Glendale, CA 91203

Telephone: (213) 337-4615

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

** SEE ATTACHED NOTARY ACKNOWLEDGEMENT **

Notary Public in and for said State (SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)

On Aug 8, 2024 before me, K. Holtemann, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Karen Rhodes,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. HOLTEMANN
Notary Public - California
Marin County
Commission # 2419598
My Comm. Expires Oct 31, 2026

Signature K. Holt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of February, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of August, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Agreement between Owner and Design-Builder (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Design-Builder, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any architect and Design-Builder, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Design-Builder. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner's governing board.

1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Design-Builder to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Design-Builder or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Design-Builder or Subcontractor shall also thoroughly examine and become familiar with any Drawings, Specifications, and associated bid documents. A "Site" refers to the grounds of each school within the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work includes the CalSHAPE ventilation, and CalSHAPE plumbing as defined in the RFQ/P for Project #24130.

1.1.4 THE PROJECT

The "Project" is the total construction of the Work performed in accordance with the Contract Documents. Design-Builder acknowledges that concurrently with Design-Builder's performance of the Work, Owner's separate contractors may construct improvements related to, but not included in, the Work. The Project shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.5 THE DRAWINGS

The "Drawings", if any, are graphic and pictorial portions of the Contract Documents prepared for the Project and

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approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as may be drawn by Design-Builder and approved by Owner.

1.1.6 **THE SPECIFICATIONS**

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 **THE PROJECT MANUAL**

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 **OR**

"Or" shall include "and/or."

1.1.9 **COMPLETION**

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes and where (1) Design-Builder has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete" under the Contract Documents.

Design-Builder shall, upon completion of ventilation or plumbing work, at each Site, present District with a certificate acknowledging the date of completion for such work, which the District shall execute, provided that it agrees with such date. Design-Builder shall obtain District's prior approval for the form of such certificate. Design-Builder shall maintain and provide one binder for each Site, appropriately labeled, that will be housed at the site and shall have all warranties and related certificates for such site. Additionally, Design-Builder shall maintain and provide one binder inclusive of all sites with tabs for each site, which contains all warranties and all warranty certificates for each pluming device, CO2 sensor and any materials provided during the course of contingency repair work that may have an associated warranty. The fully executed certificates shall be used for purposes of determining when Design-Builder's warranty period starts.

1.1.10 **COMPLETION OF THE PROJECT**

Completion of the Project shall mean the point in the Project where Design-Builder has fully and correctly performed all Work for all Sites in all parts and requirements, including corrective and punch list work and close out requirements for all Sites in accordance with section 9.7.1.

1.1.11 "Contract Time" is the amount of time allotted in the Agreement Between Owner and Design-Builder, as may be modified from time to time as provided in the Contract Documents, for Completion of the entire Project.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 **CORRELATION AND INTENT**

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Design-Builder as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally

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describe the work to be performed by Design-Builder. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Design-Builder whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Design-Builder shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Design-Builder.

1.2.1.3 ***Conflicts.*** In the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a provision in a Division 00 Contract Document (such as the agreement, general conditions, notice to bidders, instructions to bidders, bid form, etc.), the Division 00 provision shall control.

1.2.1.4 ***Conformance With Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Design-Builder shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Design-Builder observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Design-Builder shall promptly notify Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Design-Builder shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Design-Builder shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Design-Builder discovered or should have discovered and reported any errors and omissions to the Owner, including but not limited to as the result of any review of the plans and specifications by Design-Builder required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Design-Builder.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, Design-Builder shall carefully examine all Drawings and Specifications and other information given to Design-Builder as to materials and methods of construction and other Project requirements. Design-Builder shall immediately notify Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Design-Builder or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Design-Builder shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Design-Builder performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Design-Builder which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Design-Builder shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Design-Builder's written direction and/or approval.

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1.2.1.6 ***Execution.*** Execution of the Agreement Between Owner and Design-Builder by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 **ADDENDA AND DEFERRED APPROVALS**

1.2.2.1 ***Addenda.*** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 ***Deferred Approvals.*** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 **SPECIFICATION INTERPRETATION**

1.2.3.1 ***Titles.*** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Design-Builder in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Owner is intended unless otherwise stated.

1.2.3.3 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 ***General Conditions.*** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 ***Abbreviations.*** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Design-Builder shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.6 ***Plural.*** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 ***Metric.*** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Design-Builder may, if acceptable to Owner, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Owner will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

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1.2.3.9 ***Absence of Modifiers.*** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Design-Builder and its consultants and shall become the property of the Owner upon completion of the entire Project and Owner's payment in full therefor. Design-Builder may retain one contract record set. Submittal or distribution of the Plans and Specifications to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right.

ARTICLE 2

OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as any architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 INTENTIONALLY LEFT BLANK

2.2.3 SOILS

2.2.3.1 ***Intentionally Left Blank.***

2.2.3.2 ***Design-Builder Reliance. [Intentionally Left Blank]***

2.2.4 INTENTIONALLY LEFT BLANK

2.2.5 INFORMATION

Upon the request of the Design-Builder, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Design-Builder may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Design-Builder may not rely upon, and must question in writing to the Owner, any information which appears incorrect based upon Design-Builder's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Design-Builder may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 ***Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of

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construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Design-Builder shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Design-Builder for the costs of locating, repairing damage not due to the failure of the Design-Builder to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 ***Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Design-Builder for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 ***Notification.*** If the Design-Builder, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Design-Builder shall immediately notify the Owner and the utility in writing.

2.2.6.4 ***Underground Utility Clearance.*** It shall be Design-Builder's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Design-Builder shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Design-Builder shall promptly provide a copy of all such notifications to the Owner.

2.2.7 **EASEMENTS**

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 **REASONABLE PROMPTNESS**

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 **COPIES FURNISHED**

The Design-Builder will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 **DUTIES CUMULATIVE**

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Design-Builder fails to correct Work which is not materially in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents to the material detriment of the Project Schedule, the Owner may following seven (7) day's written notice and opportunity to commence and continue diligently to cure, order the Design-Builder to stop the Work or any portion thereof, until the Design-Builder corrects the deficiencies. Design-Builder shall not be entitled to a time extension for any delays caused by such order. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Article 6.

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2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Design-Builder fails or refuses materially to carry out the Work in accordance with the Contract Documents, Owner may following seven (7) day's written notice and opportunity to commence and continue diligently to cure, correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Design-Builder. Owner may exercise this right at any time during the Design-Builder's Work.

Owner shall first provide written notice to Design-Builder of Design-Builder's failure or refusal to perform. The notice will provide the time period within which Design-Builder must begin correction of the failure or refusal to perform. If the Design-Builder fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Design-Builder shall not be eligible for the award of the contract. The Design-Builder may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Design-Builder's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Design-Builder, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Design-Builder are not sufficient to cover that amount, the Design-Builder shall pay the difference to the Owner.

ARTICLE 3

THE DESIGN-BUILDER

3.1 DEFINITION

The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative. To the extent that any portion of the Work is provided with the Design-Builder's own forces, any reference to Subcontractors shall be equally applicable to the Design-Builder.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 DESIGN-BUILDER

The Design-Builder shall supervise and direct the Work using the Design-Builder's best skill and attention, which shall meet or exceed the standards in the industry. The Design-Builder shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If other contractors are working on any of the Sites for other projects being executed concurrently with the Project, Owner shall schedule and coordinate the activities of Design-Builder with the other contractors and Owner. Design-Builder agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Design-Builder realizes that work by other contractors or Owner may occur simultaneously with Design-Builder's Work in any given area. Design-Builder is responsible for its own sequences that may occur within a given activity or set of activities. Design-Builder shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Design-Builder shall provide layout of its Work at the request of any other contractor or Owner. Specific duties of the Design-Builder shall be in accordance with Title 24 of the California Code of Regulations. Design-Builder shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 DESIGN-BUILDER RESPONSIBILITY

The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees,

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Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Design-Builder or any of its Subcontractors.

3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS

The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager and the architect, if any, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Design-Builder.

3.2.4 DESIGN-BUILDER RESPONSIBILITY FOR READINESS FOR WORK

The Design-Builder shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 PROJECT MEETINGS

During its Work, Design-Builder shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise reasonably and for good cause instructed by Owner, to discuss the current status of the Work and Project, and the future progress of the Work and the Project. Design-Builder shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections. Either party may audio record any meeting related to the Contract.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

The Design-Builder shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be available to personnel working at any Site during performance of the Work. The superintendent shall represent the Design-Builder, and written communications given to the superintendent shall be as binding as if given to the Design-Builder.

3.3.2 STAFF

The Design-Builder and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Design-Builder, Subcontractor, material or equipment supplier, etc., for reasonable cause.

3.4 LABOR AND MATERIALS

3.4.1 DESIGN-BUILDER TO PROVIDE

Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. Owner shall not be liable for, and

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Design-Builder shall bear the burden of, any post-award escalation in the cost of materials; but Design-Builder will retain the benefit of any post-award material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Design-Builder pursuant to this subsection.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Design-Builder shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Design-Builder at no cost to the Owner.

3.4.4 DISCIPLINE

The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 WARRANTY

For the period of one (1) year after Completion of Work at each Site as evidenced by the Certificate executed by the District indicating the date of such completion. (see Sections 1.1.9, 9.7.1, 12.2.5, and 12.2.6), the Design-Builder warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Design-Builder's warranty does not cover damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

Design-Builder will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The Design-Builder shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

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3.7.2 **COMPLIANCE**

The Design-Builder shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 **CONTRACT DOCUMENTS**

It is not the Design-Builder's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Design-Builder knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Design-Builder shall promptly notify the architect, if any, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 **RESPONSIBILITY**

If the Design-Builder performs any work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Design-Builder shall assume full responsibility for such work, and shall bear the attributable cost of correction and delays to the Work, other contractors' work, and the Project.

3.8 Reserved.

3.9 DESIGN-BUILDER'S CONSTRUCTION SCHEDULES

3.9.1 **REQUIREMENTS**

Before the Design-Builder's commencement of Work or within two (2) weeks of award of the Contract, whichever is earlier, Design-Builder shall prepare and submit for the Owner's and any construction manager's information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Design-Builder shall submit an updated schedule by the first day of every month, and whenever else reasonably and for good cause requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Design-Builder shall submit its daily logs for the prior month with the updated schedule.

The original schedule and all updates shall conform, at a minimum, to industry standards for (a) critical path scheduling and (b) facilitation of Owner's Project management and evaluation of Design-Builder Claims for additional money or time.

The original schedule and all updates shall not exceed time limits under the Contract Documents and shall comply with the Contract Documents scheduling requirements. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Design-Builder to include a reasonable number of such days, or by Owner to require

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Design-Builder to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Work including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Work, within Design-Builder's sole discretion. Design-Builder shall own any float in the construction schedules. Whenever in the Contract Documents Design-Builder is required to provide a schedule and/or schedule updates, the Design-Builder shall provide the schedule and updates in electronic format. Design-Builder shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Design-Builder's schedules shall not affect Design-Builder's responsibility for its schedules.

The original schedule and updates shall reflect Design-Builder's use of float. For the original schedule and updates, Design-Builder shall use a critical path network format with the critical paths clearly indicated. Design-Builder shall use an MS Project, Primavera, or an equivalent or better program. Design-Builder shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Design-Builder shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Design-Builder shall use calendar days.

If any change in Design-Builder's method of operations will cause a change in the construction schedule, Design-Builder shall submit to Owner, the architect (if any), and any construction manager, a revised construction schedule within seven (7) days of the change.

If the Design-Builder's actual progress falls behind the Work schedule such that it is improbable that Design-Builder will Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Design-Builder prepare and submit a recovery plan. Design-Builder must submit a recovery plan within seven (7) days of a demand for the plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work within the Contract Time, as adjusted by change orders. The recovery plan shall state the corrective actions Design-Builder will undertake to implement it. The recovery plan shall also list any additional money that Design-Builder believes it should receive if Owner orders Design-Builder to fully or partially implement the recovery plan. If the Owner orders Design-Builder to implement the recovery plan, Design-Builder shall do so, but the order shall not act constitute an admission by Owner that Design-Builder is entitled to additional money. To recover additional money, Design-Builder must comply with General Conditions Articles 4.5, 7 and 8.

3.9.2 **DSA OVERSIGHT PROCESS**

If the DSA Oversight Process is required for any of the Work, in connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the

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Design-Builder must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Design-Builder to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Design-Builder, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Design-Builder shall maintain at Owner's Facilities Office or other agreed location for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Design-Builder shall maintain at Owner's Facilities Office or other agreed location approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner upon Completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

This section 3.11 shall apply only as set forth in 3.11.1.3 and if and to the extent required by DSA.

3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Design-Builder, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Design-Builder shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Design-Builder to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be reasonably required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Design-Builder conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 ***Design-Builder's Responsibility.*** Design-Builder shall obtain and shall submit to Owner all required cut sheets, shop drawings and samples in accordance with Design-Builder's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications and in accordance with the Design-Builder's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Design-Builder may be assessed $100 a day for each day it is late in submitting a shop drawing or

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sample. No extensions of time will be granted to Design-Builder or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Design-Builder, and the architect, if any, through the Design-Builder. By submitting shop drawings, product data, and samples, the Design-Builder or submitting party (if other than Design-Builder) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and the architect, if any, shall not relieve the Design-Builder or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Design-Builder shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's opinion is incomplete, contains numerous errors, or has been checked only superficially by Design-Builder will be returned unreviewed for resubmission by the Design-Builder.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Owner's review shall neither be construed as a complete check nor relieve the Design-Builder, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Design-Builder has, in writing, called the Owner's attention to the deviations at the time of submission and the Owner has given specific written approval. The Owner's review shall not relieve the Design-Builder or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Design-Builder and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and Design-Builder's name and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and Design-Builder and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Design-Builder. Each drawing shall have a clear space for the stamps or signatures of Owner and Design-Builder. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Design-Builder, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Design-Builder shall make any corrections required by Owner and shall resubmit as required by Owner the required number of corrected copies of shop drawings or new samples until approved. Design-Builder shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Owner on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Design-Builder pursuant to paragraph 4.4.

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3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner (and approved by the architect, if any) unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Design-Builder to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps and signatures of Design-Builder and Owner.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** If there is an architect, the architect will review and, if appropriate, approve submissions and will return them to the Design-Builder with the architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Design-Builder will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Design-Builder. In the event of a specification that allows Design-Builder to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Design-Builder has furnished. The Design-Builder will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the architect, if any. On Completion of the Design-Builder's Work and prior to Application for Final Progress Payment, the Design-Builder will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Design-Builder shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Design-Builder shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Design-Builder's Application for Final Progress Payment, and as a further condition to its approval by the Owner, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Design-Builder, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

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3.11.4 **SUBSTITUTIONS**

3.11.4.1 **ONE PRODUCT SPECIFIED.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Design-Builder may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 **TWO OR MORE PRODUCTS SPECIFIED.** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Design-Builder. Design-Builder shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Design-Builder will be responsible for the professional fees incurred by the Owner or Owner's consultants (including the architect, if any, and its consultants) in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 **SUBSTITUTION REQUEST FORM.** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Requests for Proposals will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Design-Builder. The Design-Builder shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the architect, if any, and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 **LIST OF MANUFACTURERS AND PRODUCTS REQUIRED.** The Subcontractor shall prepare and submit to the Design-Builder within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Design-Builder's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Design-Builder and the Owner.

3.11.5 **DEFERRED APPROVALS**

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

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3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Design-Builder shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Design-Builder shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Design-Builder shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Owner. Work done contrary to such authority is at the Design-Builder's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Owner, not by the Design-Builder.

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the architect's, if any, right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the architect, if any, or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 DESIGN-BUILDER'S RESPONSIBILITY

The Design-Builder shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Design-Builder shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Design-Builder fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Design-Builder and the cost thereof shall be invoiced to the Design-Builder and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Design-Builder must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner, Design-Builder and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Design-Builder or Subcontractor. If the Design-Builder does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed

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abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Design-Builder shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

Owner shall provide Design-Builder access to the Sites during all work hours within the Contract Documents. The Design-Builder shall provide the Owner and the Inspector of Record access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Design-Builder shall pay all royalties and license fees. The Design-Builder shall defend suits or claims of infringement of patent rights and shall hold the Owner and the architect, if any, harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Design-Builder has reason to believe the required design, process, or product is an infringement of a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner.

3.15.2 REVIEW

The review by the Owner or the architect, if any, of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Design-Builder in violation of any patent or other rights of any person or entity.

3.16 INDEMNIFICATION

3.16.1 SCOPE: DESIGN-BUILDER

To the fullest extent permitted by law, the Design-Builder shall defend, indemnify, and hold harmless the Owner, any construction manager, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses, (including but not limited to injury or death of persons, and property damage), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Design-Builder's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Design-Builder's or its Subcontractors' use of the Site; the Design-Builder's or its Subcontractors' construction of the Work, or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Design-Builder or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Design-Builder, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Design-Builder shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Builder.

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3.16.2 **SCOPE: SUBCONTRACTORS**

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, and property damage), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Work or failure to construct the Work or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.16.3 **NO LIMITATION**

The Design-Builder's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Design-Builder or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Design-Builder to fulfill its obligations under the Contract. Design-Builder shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Design-Builder believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Design-Builder from performing the Work as required by the Contract Documents and Design-Builder intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Design-Builder's nonperformance or to support, among other things, Design-Builder's requests for time extensions under section 4.5, below, Design-Builder shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Design-Builder fails to timely submit the written notice, to the extent of actual prejudice to Owner

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caused thereby, Design-Builder shall have waived any right to later rely on the acts or omissions as a defense to Design-Builder's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Design-Builder acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER

Notwithstanding any other provisions of the Contract Documents, Design-Builder expressly waives its right to recover any special, consequential, or indirect damages from Owner in relation to this Contract or the Project. Design-Builder may only recover general (also known as direct) damages from Owner to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Design-Builder to preserve its rights to recover any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Design-Builder's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may waive Design-Builder's rights to recover any such costs or damages to the extent of actual prejudice to Owner caused thereby.

3.20 USE OF FEDERAL FUNDS

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Design-Builder must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Design-Builder agrees to comply with all such federal requirements, including but not limited to the following:

A. EQUAL EMPLOYMENT OPPORTUNITY. Design-Builder agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. DAVIS-BACON ACT. If the Contract Price exceeds $2,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) Design-Builder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Design-Builder is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Design-Builders and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Design-Builder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the Contract Price exceeds $100,000 that involve the employment of mechanics or laborers, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

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laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT. For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the Contract Price exceeds $150,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION. Design-Builder represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. BYRD ANTI-LOBBYING AMENDMENT. If the Contract Price exceeds $100,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Design-Builder shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. PROCUREMENT OF RECOVERED MATERIALS. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. DOMESTIC PREFERENCES FOR PROCUREMENT. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Design-Builder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Design-Builder to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. ENERGY CONSERVATION. As required by 34 CFR 75.616, Design-Builder agrees to construct facilities

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to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Design-Builder shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 Intentionally Omitted.

4.2 Intentionally Omitted.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

If needed, or desired by owner one or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Design-Builder shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Design-Builder from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Design-Builder's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Design-Builder of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Design-Builder shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Design-Builder from any of its obligations pursuant to the Contract Documents.

4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Design-Builder shall provide the Inspector of Record with temporary facilities.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER

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FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Design-Builder, the Design-Builder shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages; ***except that*** to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Design-Builder for them. If payments then or thereafter due to the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the Design-Builder.

B. Services made necessary due to the defects or deficiencies in the Work of the Design-Builder.

C. Services required by failure of the Design-Builder to perform according to any provision of the Contract Documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Design-Builder, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing Claims submitted by the Design-Builder in connection with the Work outside the established Change Order process.

F. Services required by the failure of the Design-Builder to prosecute the Work in a timely manner in compliance within the specified time for Completion.

G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Design-Builder identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Design-Builder requests additional money or time on any grounds (including but not limited to an alleged breach of an implied warranty of the correctness of the plans and specifications [*Souza & McCue Construction Co. v. Superior Court* (1962) 57 Cal.2d 508]), or if the Design-Builder believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Design-Builder shall follow the procedures in this Section 4.5 and Article 7, otherwise Design-Builder shall to the extent of actual prejudice caused to Owner thereby have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Design-Builder specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Design-Builder's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Design-Builder of any failure to comply with those requirements.

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4.5.1 NOTICE OF POTENTIAL CHANGE

Design-Builder shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Design-Builder shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Design-Builder becoming aware of the issue creating a potential change, or (ii) the date by which Design-Builder should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Design-Builder must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Design-Builder shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Design-Builder shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Design-Builder intends to rely on Owner's acts or omissions in support of a request for a time extension, then Design-Builder must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall to the extent of actual prejudice caused to Owner thereby constitute a waiver by Design-Builder of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Design-Builder acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Design-Builder continues to believes that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Design-Builder, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Design-Builder shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Design-Builder becoming aware of the issue creating a potential change, or (ii) the date by which Design-Builder should have become aware of the issue creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract, shall to the extent of actual prejudice caused to Owner thereby have constitute a waiver by Design-Builder of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Design-Builder shall include all information and documentation supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Design-Builder will have to the extent of actual prejudice caused to Owner thereby waived its rights to recover such additional money or time (Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Design-Builder may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

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In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Design-Builder must still timely submit the COR with all available information and documentation supporting the COR as described above, and Design-Builder shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Design-Builder estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Design-Builder shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall to the extent of actual prejudice caused to Owner thereby act as a waiver as described above.

-Builder shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Design-Builder will have to the extent of actual prejudice caused to Owner thereby waived its rights to any money or time for that issue. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Design-Builder shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Design-Builder fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 DEFINITION OF CLAIM

A "Claim" is a separate demand by the Design-Builder sent by registered or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Design-Builder pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications); or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Design-Builder may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner

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(such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Design-Builder to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Design-Builder may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Design-Builder shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Owner) and Owner within the earlier of (a) fifteen (15) days after Owner's rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Design-Builder shall submit the Claim within fifteen (15) days after the date on which Design-Builder knew, or should have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Design-Builder Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Design-Builder shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Design-Builder wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to specifically identify a Claim in the Claim summary, or failure to comply with any of the requirements in the Contract for a Claim, including but not limited to this Article 4, will to the extent of actual prejudice caused to Owner thereby act as a waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits; Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Design-Builder reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Design-Builder, and the Design-Builder shall furnish reasonable documentation to support each Claim, including as applicable, that documentation

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set forth in sections 4.5.5.2 through 4.5.5.4.
In addition, the Design-Builder shall include a certification with each and every Claim at the time of submission, as follows:

> I, _____ *[name of declarant]*, declare the following:
>
> > _____ *[Design-Builder company name]* has contracted with ____ *[public entity name]* for the _____ Contract ("Contract").
> > _____ *[Design-Builder company name]* authorized me to prepare the attached Claim for money and/or time extension for _____ *[public entity name]* regarding this Contract (such Claim being dated _____, 20__, and entitled _____, and requesting $_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ *[Design-Builder company name]* regarding this Claim.
>
> The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ *[Design-Builder company name]*.
>
> The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that _____ *[public entity name]* is responsible under its Contract with _____ *[Design-Builder company name]*.
>
> While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ *[Design-Builder company name]*) when necessary to ensure that the statements were true and correct.
>
> Design-Builder understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Design-Builder properly and timely files the Claim with the certification, Design-Builder cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.
>
> I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.
>
> _____ *[signature]*
> _____ *[name of declarant]*

Design-Builder's failure to timely submit a certification will constitute a complete waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 ***Claims for Additional Money***

laim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of

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Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Design-Builder could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Design-Builder be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not timely asserted in a certified Claim shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 *Claims for Additional Time*

4.5.5.3.1 *Notice of Extent of Claim*

If the Design-Builder wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Design-Builder could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will to the extent of actual prejudice caused to Owner thereby act as a waiver of Design-Builder's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or litigation for the requested money or time, regardless of the merits; Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Design-Builder be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived to the extent of actual prejudice caused to Owner thereby.

4.5.5.3.2 *Unusual and Uncommon Weather Claims*

If unusual and uncommon weather is the basis for a Claim for additional time, Design-Builder's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

4.5.5.4 *Subcontractor Requests for Money or Time*

A Subcontractor or supplier to Design-Builder may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Design-Builder a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Design-Builder, Design-Builder may elect to seek money or time from Owner based on that request of the Subcontractor or supplier.

For any such request to Owner by Design-Builder, Design-Builder must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for money or time (including but not limited to Section 4.5 of the General Conditions regarding Notices of Potential Change, Change Order Requests ["CORs"], Claims, and certifications) and with Public Contract Code section 9204(d)(5). Any such COR or Claim by Design-

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Builder must include Design-Builder's certification (see General Conditions §§4.5.2 and 4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such COR or Claim by Design-Builder must include (a) Design-Builder's detailed analysis of the merit of Subcontractor's or supplier's request to the Design-Builder, including (i) analysis of Design-Builder's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) analysis of all of Design-Builder's defenses to the request for money or time by the Subcontractor or supplier; and (b) Design-Builder's detailed analysis of the Owner's liability to Design-Builder for any money or time that Design-Builder owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Design-Builder to breach the subcontract or supplier contract). In any such COR or Claim, Design-Builder may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the COR or Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Design-Builder from complying with the above requirements for its request to the Owner.

Any failure by Design-Builder to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certifications, or detailed analysis) shall to the extent of actual prejudice caused to Owner thereby act as a waiver of Design-Builder's rights to (a) recover money or time from Owner based on any money or time that Design-Builder owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Design-Builder owes, or may later be determined to owe, to the Subcontractor or supplier. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

Claims are subject to this section 4.5.6 and Public Contract Code section 9204, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5 and the rest of the Contract Documents. Claims of $375,000 or less must are also subject to Public Contract Code sections 20104 et seq., but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures in Section 9204, the requirements of Section 9204 shall control.

4.5.6.1 *Claims*

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, Owner may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Design-Builder. Owner shall review any additional documentation Design-Builder supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Design-Builder. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 *Meet and Confer*

If the Design-Builder disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Design-Builder may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for

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settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Design-Builder, the conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or exchanged at the informal conference.

If Design-Builder fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Design-Builder will have to the extent of actual prejudice caused to Owner thereby waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Design-Builder identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Design-Builder shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Design-Builder sharing the costs equally. The Owner and Design-Builder shall mutually agree to a mediator within ten (10) business days after the Design-Builder has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Design-Builder fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Design-Builder will have to the extent of actual prejudice caused to Owner thereby waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 *Government Code Claim*

If the Claim or any portion remains in dispute after the mediation and Design-Builder wishes to pursue it, the Design-Builder **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Design-Builder shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Design-Builder must file a Government Code Claim shall be tolled from the time the Design-Builder submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

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4.5.7 CONTINUING CONTRACT PERFORMANCE

Despite Design-Builder's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Design-Builder shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Design-Builder acknowledges that Completion of the Work is a high priority for both Owner and Design-Builder as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Design-Builder believes that Owner has breached the Contract and that such breach is preventing or delaying Design-Builder's performance as directed by Owner, then Design-Builder must submit notice as required by Section 3.18, above.

4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.8.1 *Trenches or Excavations Less Than Four Feet Below the Surface*

If Design-Builder encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Design-Builder shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Design-Builder believes that such conditions differ materially and will cause an increase in the Design-Builder's cost of, time required for, or performance of any part of the Work, Design-Builder must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 *Trenches or Excavations Greater Than Four Feet Below the Surface*

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Design-Builder shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Design-Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.8.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design-Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.8.2.3 In the event that a dispute arises between the public entity and the Design-Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Design-Builder shall not be excused from any deadline for Completion provided by the Contract, but shall proceed with all Work to be performed under the Contract. The Design-

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Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Design-Builder shall follow Section 4.5.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Design-Builder to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Design-Builder is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

Design-Builder shall not substitute any Subcontractor without Owner's written consent.

5.2.1.1 ***No Change in Contract.*** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for a Milestone Deadline or the Completion of the Work.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Design-Builder shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Design-Builder by terms of the Contract Documents, and to assume toward the Design-Builder all obligations and responsibilities, which the Design-Builder, by the Contract Documents, assumes toward the Owner. Each subcontract agreement

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shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Design-Builder that the Design-Builder, by the Contract Documents, has against the Owner. Where appropriate, the Design-Builder shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Design-Builder shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Design-Builder shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Design-Builder to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Design-Builder by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Design-Builder any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Design-Builder concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Design-Builder shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Design-Builder, the Owner, or other Subcontractors as Design-Builder elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Design-Builder over its written objection.

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5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Design-Builder promptly when requested information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Design-Builder in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Design-Builder with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Design-Builder in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Design-Builder. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Design-Builder or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Design-Builder's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Design-Builder under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Design-Builder, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Design-Builder may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Design-Builder's own forces.

5.5.10 DISPUTES NOT TO AFFECT WORK

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be

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performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Design-Builder shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the architect, if any, and the Design-Builder for any losses suffered as a result of the delay.

5.5.11 APPLICATION FOR PAYMENT

Design-Builder agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Design-Builder for coordination among the Owner, the Owner's consultants, including the architect, if any, Design-Builder, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Design-Builder and shall, upon the request of the Design-Builder, provide the Design-Builder with such information and reports as the Design-Builder may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

The Owner reserves the right to perform work or to award separate contracts in connection with other work or other construction or operations on a Site or Sites under conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Design-Builder. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 DESIGNATION AS DESIGN-BUILDER

When separate contracts are awarded for other construction or operations on a Site, the term "Design-Builder" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Design-

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Builder agreement.

6.1.3 DESIGN-BUILDER DUTIES

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Design-Builder, Design-Builder shall cooperate with Owner. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Design-Builder under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY DESIGN-BUILDER

If part of the Design-Builder's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Design-Builder to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Design-Builder cause damage to the work or property of any other contractor on the Project, or to the Project or the property of a third party, or cause any delay to any such contractor or third party, the Design-Builder shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, above. Owner may withhold from progress payments and/or retention for the cost of such damage or delay.

6.2.4 CORRECTION OF DAMAGE

The Design-Builder shall promptly remedy damage wrongfully caused by the Design-Builder to completed or partially completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Design-Builder, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner

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determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Design-Builder to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Design-Builder with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Design-Builder; but such "extra work" shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Design-Builder at the time of proposing, or (b) for which Design-Builder is responsible under the Contract Documents. Design-Builder shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Design-Builder shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Design-Builder shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Design-Builder shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. Owner shall not be liable for, and Design-Builder shall bear the burden of, any post-bid escalation in the costs of construction, whether or not foreseeable; but Design-Builder will retain the benefit of any post-bid cost decreases, whether or not foreseeable, and will retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Design-Builder. The Design-Builder shall carry out such written orders promptly.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument signed by the Owner and the Design-Builder, stamped (or sealed) and signed by the architect, if any, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Design-Builder upon all of the following:

A. A change in the Work;

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B. The amount of the adjustment in the Contract Sum, if any; and

C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Design-Builder constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Design-Builder waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

7.3.1 **DEFINITION**

A CCD is a written unilateral order signed by the Owner directing performance of the Work or a change in the Work. The CCD may state an adjustment in the Contract Sum, Contract Time, or Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

7.3.2 **USE TO DIRECT CHANGE**

A CCD shall be used in the absence of agreement on the terms of a CO. If Design-Builder disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Design-Builder believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION ("RFI")

For purposes of this Section 7.4, "Architect" refers to "Owner" in the absence of an Architect for the Project.

7.4.1 **DEFINITION**

An RFI is a written request prepared by the Design-Builder asking the Owner to provide additional information necessary to clarify an item which the Design-Builder feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.2 **SCOPE**

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Design-Builder shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

7.4.3 **RESPONSE TIME**

Unless Owner expressly directs otherwise in writing, Design-Builder shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Design-Builder shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Design-Builder's requested order of priorities. The Owner and Design-Builder agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Design-Builder agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Design-Builder informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time

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required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Design-Builder, among other things. If Design-Builder believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Design-Builder shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Design-Builder shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold $100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

7.4.4 COSTS INCURRED

The Design-Builder shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is Owner's written request asking the Design-Builder to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Design-Builder to provide the cost breakdowns required by section 7.7. The Design-Builder shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 DEFINITION

A COR is any written request prepared by the Design-Builder asking the Owner for additional money or time, including a "proposed change order" or "PCO." However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Design-Builder's entitlement to additional money or time.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

7.6.3 CHANGES IN TIME

Where a change in a Milestone Deadline or Contract Time is requested, a COR shall also include delay analysis to validate any proposed change, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 PRICE OF CHANGE ORDERS

7.7.1 SCOPE

Any COR shall provide in writing to the Owner and any construction manager, the effect of the proposed CO upon

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the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

7.7.2 **DETERMINATION OF COST**

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B. Unit prices stated in the Design-Builder's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Design-Builder;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Design-Builder**.

a) General: At the close of each working day, the Design-Builder shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Design-Builder. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Design-Builder.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs**.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Design-Builder establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and

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delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Design-Builder if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Design-Builder elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Design-Builder or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 **FORMAT FOR PROPOSED COST CHANGE**

The following format shall be used as applicable by the Owner and the Design-Builder to communicate proposed additions and deductions to the Contract.

	EXTRA	**CREDIT**

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A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. Design-Builder's Overhead and Profit, not to exceed fifteen percent (15%) of Item G;	_____	_____
I. Subtotal	_____	_____
J. Bond and Insurance (NTE 3% of Item)	_____	_____
K. TOTAL	_____	_____

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) pursuant to Section 8.4.2 below, Design-Builder may not recover any mark ups for overhead or profit.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Design-Builder's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 **DISCOUNTS, REBATES, AND REFUNDS**

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be

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credited to the Design-Builder, and the Design-Builder shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Design-Builder's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Design-Builder shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Design-Builder is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

Design-Builder shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Design-Builder to the same extent required of the Design-Builder.

7.8 Waiver of Right to Claim Money or Time

To the extent of actual prejudice caused to Owner thereby, failure to demand money based on costs, or time extensions, as part of a COR constitutes a waiver of Design-Builder's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

Design-Builder shall not commence the Work until it receives a Notice to Proceed from Owner. Owner and Design-Builder shall cooperate to schedule and sequence the Work at various Sites taking into consideration, including, but not limited to, proximity of Sites to each other and to resources for the work, as well as the scheduling needs of any particular Site, sufficient to permit Design-Builder to complete the Work within the Contract Time. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Design-Builder or of persons or entities for whom the Design-Builder is responsible.

8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Design-Builders and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to perform the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Design-Builder or by any Subcontractor on any subcontract under this Contract, upon the Work or upon any part of the Work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, Work performed by employees of Design-Builders in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Design-Builder or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Design-Builder, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Design-Builder is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Design-Builder's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Design-Builder to do work outside regular working hours for the Design-Builder's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Design-Builder by the Owner and withheld from progress payments and/or retention. Design-Builder shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Design-Builder elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Design-Builder by the Owner and withheld from progress payments and/or retention.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Design-Builder shall cause subcontractors to commence their work promptly and to prosecute their work expeditiously in accordance with the Project Schedule.

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8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Design-Builder confirms that the Milestone Deadlines and Contract Time are reasonable periods for performing the Work.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Design-Builder shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Design-Builder. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Design-Builder shall proceed expeditiously to perform the Work, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, shall achieve all Milestone Deadlines, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

Design-Builder waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK ONLY (EXCUSABLE DELAY)

The Design-Builder shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

(a) The delay was beyond the control of Design-Builder and its subcontractors and material suppliers;

(b) The delay was caused by events that were not reasonably foreseeable to Design-Builder at the time of bidding;

(c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the Completion of all of the Work beyond the Contract Time;

(d) The delay was not caused by Design-Builder or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;

(f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Design-Builder.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusual and uncommon weather for the time of year, unforeseen site conditions, materials supply delays or disruptions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Design-Builder has the burden of proving

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that any delay was excusable.

8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays for which Design-Builder is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; ***however***, Design-Builder shall not be entitled to monetary compensation when (a) Design-Builder could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Design-Builder has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

8.4.3 NOTICE BY DESIGN-BUILDER REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other required procedures related to requests by Design-Builder for additional time or money related to delay, Design-Builder shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Design-Builder may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the Contract Time shall subject the Design-Builder to liquidated damages as described in the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of such Work is delayed beyond the Contract Time as adjusted by Change Orders.

In addition, causing delay to the Completion of the Project shall subject the Design-Builder to liquidated damages as described in the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Design-Builder delays the work of others on the Project or Completion of the Project itself.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess and withhold as provided in the Agreement and the Contract Documents.

8.5 GOVERNMENT APPROVALS

Neither Design-Builder nor Owner shall be liable for any delays or damages related to the time required to obtain government approvals.

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ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Design-Builder for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Design-Builder shall furnish the following:

A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for the Work. Each item in the schedule of values shall include its proper share of the overhead and profit.

B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Design-Builder showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;

C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;

D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number and classification, and (for all projects over Twenty-Five Thousand Dollars ($25,000)) the public works contractor registration number of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, Design-Builder's providing subcontractors' and suppliers' preliminary notices shall satisfy the requirements of this paragraph.

9.2.2 OWNER ACCEPTANCE REQUIRED

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Design-Builder shall submit to the Owner or such person as the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Design-Builder's most recent Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following:

A. The percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment;

B. That portion of the Contract Sum properly allocable to completed Work;

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C. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, suitably stored off the site at a bonded warehouse, vendor premises, or other location agreed upon in writing;

D. That portion of Construction Change Directives that the Design-Builder has completed as of the end of the period covered by the Application for Payment;

E. A certification that the Record Drawings and Annotated Specifications are current;

F. The Owner approved additions to and subtractions from the Contract Sum and Time;

G. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);

H. Conditional and unconditional waivers and releases in exchange for progress payments, including final progress payments, in compliance with Civil Code sections 8132-8138; and

I. Design-Builder's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Design-Builder has not previously submitted.

9.3.2 **PURCHASE OF MATERIALS AND EQUIPMENT**

For payments to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site, bonded warehouse, vendor premises, or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Design-Builder, Subcontractor, or vendor of bills of sale and such other documents reasonably satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), and released to the Owner by sureties of the Design-Builder and the Subcontractor.

9.3.3 **WARRANTY OF TITLE**

The Design-Builder warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Design-Builder, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

9.4 REVIEW OF PROGRESS PAYMENT

9.4.1 **OWNER ACCEPTANCE**

The Owner will, within seven (7) days after receipt of the Design-Builder's Application for Payment, either accept such payment or notify the Design-Builder in writing of the Owner's reasons for withholding acceptance in whole or in part.

9.4.2 **OWNER'S REVIEW**

The review of the Design-Builder's Application for Payment by the Owner will be based, at least in part, on the

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Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Design-Builder is entitled to payment in the amount certified, subject to any withholdings under Section 9.5.1 or any specific qualifications Owner expresses in the Certificate for Payment. However, Design-Builder's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;

B. Reviewed construction means, methods, techniques, sequences, or procedures;

C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Design-Builder's right to payment; or

D. Made an examination to ascertain how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 **REASONS TO WITHHOLD PAYMENT**

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

A. Defective or incomplete Work not remedied;

B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Design-Builder at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Design-Builder, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

C. Liquidated damages against the Design-Builder, whether already accrued or estimated to accrue in the future;

D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or within the Contract Time;

E. Damage to the property or work of the Owner, another Design-Builder, or subcontractor;

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F. Failure to prosecute the Work in accordance with the Contract Documents by the Design-Builder;

G. Failure properly to store and secure materials;

H. Failure of the Design-Builder to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, schedule of values, product data and samples, executed change orders, and verified reports;

I. Failure of the Design-Builder to maintain record drawings;

J. Materially erroneous estimates by the Design-Builder of the value of the Work performed, or materially false statements in an Application for Payment;

K. Unauthorized deviations from the Contract Documents;

L. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;

M. Failure by Design-Builder to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Design-Builder's failure to pay prevailing wage and any assessment of statutory penalties;

N. Overpayment to Design-Builder on a previous payment;

O. Credits owed to Owner for reduced scope of work or work that Design-Builder will not perform, including credits for any unspent allowance;

P. The estimated cost of performing work pursuant to Section 2.4;

Q. Actual damages related to false claims by Design-Builder;

R. Breach of any material provision of the Contract Documents;

S. Owner's potential or actual loss, liability or damages caused by the Design-Builder, including defense costs and attorneys' fees incurred due to Design-Builder's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and

T. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Design-Builder. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner shall promptly provide to Design-Builder written notice of the items for which Owner is withholding amounts from a progress payment.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from a progress payment or based on a late progress payment, or if Design-Builder otherwise disputes any progress payment or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed progress payment Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

For any withheld amount based on an estimate where the actual amount later becomes known and certain, Owner shall promptly release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Design-Builder to cover the excess amount. If available funds are not sufficient, Design-Builder shall pay Owner the difference.

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Despite any withholding from a progress payment, or any other dispute about a progress payment, Design-Builder shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.8, 7.1.1, 8.3.1, and 8.3.3.

9.5.2 PAYMENT AFTER CURE

When Design-Builder removes or cures the grounds for withholding amounts, payment shall be made promptly for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Design-Builder to perform in accordance with the terms and conditions of the Contract Documents.

9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Design-Builder, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Design-Builder or to otherwise pursue recovery of those amounts from Design-Builder.

9.6 PROGRESS PAYMENTS

9.6.1 PAYMENTS TO DESIGN-BUILDER

Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment("properly submitted" means in compliance with the law and the Contract Documents, including submittal of all documents required to accompany the Application [see Section 9.3.1, above]), Design-Builder shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall withhold the other five percent (5%) of the undisputed value of the Work as retainage (or "retention"). The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Design-Builder, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Design-Builder shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Design-Builder shall not include in applications for payment Notices of Potential Claims, CORs, Claims or disputed amounts.

The Design-Builder shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful, material direction given by Owner as authorized under the Contract Documents concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Design-Builder shall pay to each Subcontractor, out of the amount paid to the Design-Builder on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of such Subcontractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Design-Builder, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.9.6.4 **NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT**

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may

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otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if Design-Builder has defaulted in payments owing to Subcontractors, to issue joint checks made payable to the Design-Builder and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

When the Design-Builder considers that the Work at any Site is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Design-Builder a comprehensive list of items to be completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Design-Builder for such Site, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Sections 9.3 and 9.9). The Design-Builder and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Design-Builder to Complete all such Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the warranty therefore has not expired.

When the Design-Builder believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Design-Builder of any items that are not complete or correct. Design-Builder shall promptly Complete or correct items until no items remain.

Warranties on such work for such Site required by the Contract Documents shall commence on the date of Design-Builder's completion of the Work for that Site (see Sections 1.1.9, 3.5, 12.2.5, and 12.2.6).

Owner may record a Notice of Completion for the Project as allowed by Civil Code section 9200 *et seq*.

9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Design-Builder to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Design-Builder and withheld from remaining payments.

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9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Design-Builder of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Design-Builder shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Design-Builder considers a portion complete, the Design-Builder may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT

When, pursuant to Section 9.7.1, all of the Work is Completed for the Project in accordance with the Contract Documents, Owner shall so notify Design-Builder, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that the Work has been Completed in accordance with the Contract Documents. If required to do so under Labor Code section 1773.3(d), Owner shall withhold final payment.

9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment for the Project pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in Section 9.3, and in addition, the following conditions must be fulfilled:

A. The Work shall be Complete, and the Design-Builder shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.

B. Each Subcontractor shall have delivered to the Design-Builder all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Design-Builder shall have delivered them to the Owner.

C. The Design-Builder shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Design-Builder's Work "as built," with the Design-Builder's certification of the accuracy of the Record Drawings and Annotated Specifications for such Work, (ii) all warranties and guarantees for such Work, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus for such Work, and (iv) all other documents required by the Contract Documents for such Work.

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D. Design-Builder shall reasonably assist Owner in the utilization of any equipment or system for such Work such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance of such ECM.

Acceptance of Final Progress Payment for such the Work shall constitute a complete waiver of Claims related thereto except for those previously identified in writing and identified by that payee as unsettled at the time of such Final Progress Payment.

9.9.3 RELEASE OF RETAINAGE

Owner shall withhold 5% of the Contract Sum ("retainage," or "retention") until Completion of entire Project per Public Contract Code section 9203.

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts, including but not limited to the issues listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Design-Builder, Owner may withdraw the withheld retainage from the escrow account.

Owner shall release the undisputed retainage within sixty (60) days after Completion of the Project. For this purpose, "Completion" is defined in Public Contract Code section 7107(c),. No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Design-Builder under Public Contract Code section 22300.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from retention or based on a late payment or late release of retention, or if Design-Builder otherwise disputes any payment or release of retention or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed payment/release of retention Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

9.10 SUBSTITUTION OF SECURITIES

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Design-Builder, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Design-Builder. Upon Completion of the Contract, the securities shall be returned to the Design-Builder if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Design-Builder and the Owner.

The Design-Builder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Design-Builder pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

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ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 DESIGN-BUILDER RESPONSIBILITY

The Design-Builder shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Design-Builder shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Design-Builder will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Design-Builder for the Project, which will cover all Work performed by the Design-Builder and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Design-Builder, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Design-Builder all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Design-Builder shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Design-Builder will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE DESIGN-BUILDER

The Design-Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

A. Employees on the Work and other persons who may be affected thereby;

B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Design-Builder or the Design-Builder's Subcontractors or Sub-subcontractors; and

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C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 DESIGN-BUILDER NOTICES

The Design-Builder shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Design-Builder shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 FINGERPRINTING

At its own expense, Design-Builder shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Design-Builder Student Contact Form which is a part of the Contract. Design-Builder shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Design-Builder's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION OF WORK

The Design-Builder and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Design-Builder and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner; except that for projects not solely funded through revenue bonds, (a) Design-Builder shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Contract Sum, and (b) Design-Builder shall not be responsible for damages caused by an earthquake above 3.5 on the Richter Scale in magnitude to the extent that the damages exceed 5% of the Contract Sum, per Public Contract Code §7105(a).

10.3.2 PROTECTION FOR ELEMENTS

The Design-Builder will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Design-Builder shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 SHORING AND STRUCTURAL LOADING

The Design-Builder shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the

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structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Design-Builder. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Design-Builder shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Design-Builder at no cost to the Owner.

10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Design-Builder and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Design-Builder's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

The Design-Builder and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 PROTECTION OF MATERIALS

The Design-Builder and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Design-Builder evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Design-Builder shall take any action necessary, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Design-Builder on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

The Design-Builder shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full
details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

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10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Design-Builder encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Design-Builder shall immediately stop Work in the area affected and report the condition to the Owner in writing, whether such material was generated by the Design-Builder, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Design-Builder, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Design-Builder.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Design-Builder shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY DESIGN-BUILDER

In the event the presence of hazardous materials on the Site is not caused by the Design-Builder, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Design-Builder for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Design-Builder and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Design-Builder's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner does not waive any immunities.

10.5.4 NATURALLY OCCURRING ASBESTOS

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Design-Builder shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

10.5.5 INDEMNIFICATION BY DESIGN-BUILDER FOR HAZARDOUS MATERIAL CAUSED BY DESIGN-BUILDER

In the event the presence of hazardous materials on any Site is caused by Design-Builder, Subcontractors, materialmen or suppliers, the Design-Builder shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the affected Site. In addition, the Design-Builder shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the affected Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or

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willful misconduct.

10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

10.5.7 ARCHEOLOGICAL MATERIALS

In the event the Design-Builder encounters or reasonably suspects the presence on the Site of archeological materials, the Design-Builder shall immediately stop Work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed, except after Design-Builder's receipt of written notice from the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. DESIGN-BUILDER'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least A, Class VII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Design-Builder from claims set forth below, which may arise out of or result from the Design-Builder's operations under the Contract and for which the Design-Builder may be legally liable, whether such operations are by the Design-Builder, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Design-Builder's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;

11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

11.1.1.5 claims involving blanket contractual liability applicable to the Design-Builder's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Design-Builder and the Subcontractors; and

11.1.1.6 claims involving Completed Operations, Independent Design-Builders' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

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If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Design-Builder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Design-Builder shall require its Subcontractors and any Sub-subcontractors to take out and maintain public liability insurance and property damage insurance, similar to that required in 11.1.1, above, with an admitted carrier or carrier authorized to do business in the state in which the project is located.

11.1.3 **OWNER'S INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Design-Builder shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.1.4 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The Design-Builder shall name, on the General Liability, Auto Liability policies, and any other policy where possible, the Owner as additional insureds. Subcontractors shall name the Design-Builder, and the Owner as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 **WORKERS' COMPENSATION INSURANCE**

During the term of this Contract, the Design-Builder shall provide workers' compensation insurance for all of the Design-Builder's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Design-Builder's work is sublet, the Design-Builder shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Design-Builder's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Design-Builder shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Design-Builder shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the Design-Builder fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Design-Builder being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

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11.1.6 **ADDITIONAL INSURANCE REQUIREMENTS**

11.1.6.1 **INSTALLATION FLOATER**

Unless provided by Owner at Owner's sole discretion, Design-Builder, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Installation Floater insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition). This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

The Design-Builder shall submit to the Owner for its approval all items deemed to be uninsurable under the Installation Floater insurance. The risk of the damage to the Work due to the perils covered by the Installation Floater insurance, as well as any other hazard which might result in damage to the Work, is that of the Design-Builder and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Design-Builder.

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11.1.7 **CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 **FIRE INSURANCE**

Before the commencement of the Work, the Design-Builder shall procure, maintain, and cause to be maintained at the Design-Builder's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 **OTHER INSURANCE**

The Design-Builder shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 **PROOF OF CARRIAGE OF INSURANCE**

The Design-Builder shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page

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have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

> This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

(d) The Design-Builder and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 **COMPLIANCE**

In the event of the failure of any Design-Builder to furnish and maintain any insurance required by this Article, the Design-Builder shall be in default under the Contract. Compliance by Design-Builder with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Design-Builder from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the architect, if any.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 **BOND REQUIREMENTS**

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Design-Builder shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Design-Builder shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Design-Builder will release the surety. If the Design-Builder fails to furnish the required bond, the Owner may terminate the Contract for cause.

11.2.2 **SURETY QUALIFICATION**

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Design-Builder and to

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require Design-Builder to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Design-Builder must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Design-Builder's expense without change in the Contract Sum or Time.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Design-Builder. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Design-Builder shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Design-Builder.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Design-Builder shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Design-Builder shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

Until applicable warranties have expired, the Design-Builder shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Design-Builder or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF DESIGN-BUILDER FAILS TO CORRECT

Until applicable warranties have expired, if the Design-Builder fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Design-Builder's expense. If the Design-Builder does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Design-Builder, including compensation for any other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Design-Builder should have borne, the Design-Builder shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the Owner.

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12.2.4 COST OF CORRECTING THE WORK

Until applicable warranties have expired, Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of the nonconforming work.

12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work for a Site, any of the Work does not comply with the Contract Documents, the Design-Builder shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Design-Builder shall correct the Work promptly, and passage of the applicable warranty period shall not release Design-Builder from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Design-Builder's obligation to correct the warranty item continues until the correction is made. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Design-Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Design-Builder to correct the Work after the date of commencement of warranties and does not limit the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations under the Contract Documents.

12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before Completion of the Work that the Design-Builder has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Design-Builder that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. No structural-related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Design-Builder respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, any written notice required by the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Design-Builder's cost, timely notify Design-Builder of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Design-Builder. However, if Design-Builder requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Design-Builder shall reimburse the Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Design-Builder or withhold such costs or expenses from progress payments and/or retention.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Design-Builder shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Design-Builder shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Design-Builder from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

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13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the architect, if any, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Design-Builder shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for any professional's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Design-Builder, and, among other remedies, can be withheld from progress payments and/or retention.

13.5.7 COSTS FOR PREMATURE TEST

In the event the Design-Builder requests any test or inspection for the Project and is not completely ready for the inspection, the Design-Builder shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, any professional's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 [INTENTIONALLY LEFT BLANK]

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Contract Sum exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Design-Builder shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed
by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 EXCAVATION SAFETY

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

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13.7.4 NO EXCAVATION WITHOUT PERMITS

The Design-Builder shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's governing board, and copies will be made available to any interested party on request. The Design-Builder shall post a copy of such wage rates at the Site.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Design-Builder shall pay and shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Design-Builder or any Subcontractor and such workers.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality
in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Design-Builder and any subcontractor under the Design-Builder shall as a penalty to the Owner, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Design-Builder or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the Design-Builder or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the Design-Builder or subcontractor; and (2) whether the Design-Builder or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Design-Builder or subcontractor. Labor Code section 1777.1 shall also apply.

13.8.6 MINIMUM WAGE RATES

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate

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of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES

The Design-Builder shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 RECORD OF WAGES PAID: INSPECTION

13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Design-Builder and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Design-Builder on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Design-Builder and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the DIR. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Design-Builder, subcontractors, and the entity through which the request was made. The public

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may not be given access to such records at the principal office of the Design-Builder.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Design-Builder or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Design-Builder awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The Design-Builder shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The Design-Builder or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Design-Builder or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A Design-Builder is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 APPRENTICES

13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Design-Builder to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be

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employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training. Design-Builder shall pay apprentices for any preemployment activities, as set forth in Labor Code section 1777.5.

13.10.2 **APPRENTICE LABOR POOL**

When the Design-Builder to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Design-Builder and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Design-Builder or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Design-Builder or Subcontractor, shall arrange for the dispatch of apprentices to the Design-Builder or Subcontractor in order to comply with this section. Every Design-Builder and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Design-Builders or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 **JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS**

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Design-Builder shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Design-Builder shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 **JOURNEYMAN/APPRENTICE RATIO**

The Design-Builder or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Design-Builder that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Design-Builder from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000) or twenty (20) working days. Any

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work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Design-Builder from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents Design-Builders in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Design-Builders will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 **APPRENTICE FUND**

A Design-Builder to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Design-Builder or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

13.10.7 **PRIME DESIGN-BUILDER COMPLIANCE**

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Design-Builder.

13.10.8 **DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this section13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

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13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code sections 1777.1 and 1777.7, in the event a Design-Builder or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, penalties shall apply, including among other things:

(a) If a Design-Builder or Subcontractor willfully fails to comply, the Labor Commissioner may deny to the Design-Builder or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A Design-Builder or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of One Hundred Dollars ($100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the Design-Builder or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no Design-Builder or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Design-Builder or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Design-Builder, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner

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as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 **ASSIGNMENT OF CLAIM**

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Design-Builder, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Design-Builder shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit of all of Design-Builder's books, records, subcontracts, material and equipment contracts, files, and information related to the project, and Design-Builder must cooperate by producing all requested items within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Design-Builder shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Design-Builder, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Design-Builder may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE DESIGN-BUILDER FOR CAUSE

Design-Builder may not terminate performance for convenience. Design-Builder may only terminate performance for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Design-Builder, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Design-Builder is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Design-Builder may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Design-Builder may terminate the Contract. Additionally, Design-Builder may terminate the Contract if Owner fails to make any undisputed progress payment timely and fails to make such payment within 14 days following written notice and opportunity to cure by Design-Builder, provided however that Design-Builder may not stop work or terminate the agreement where District withholds payment based on its assertion of a dispute regarding whether Design-Builder has complied with the Contract Documents. In the event Design-Builder terminates the Contract for cause, Design-Builder shall recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work

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executed, plus overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate performance of the Contract if the Design-Builder, following written notice and opportunity to commence and to continue diligently to cure, materially:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work to Complete the Work within the Contract Time;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Design-Builder of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Design-Builder fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate performance of the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Design-Builder's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all materials and supplies provided for the Project;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient, including tender of completion to the Surety.

14.2.3 PAYMENTS

If the Owner terminates performance of the Contract for one of the reasons stated in section 14.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is Complete.

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Design-Builder. If such costs exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. This payment obligation shall survive Completion of the Work.

14.2.4 WRONGFUL TERMINATION

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Design-Builder otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change

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Order Request.

14.2.5 **INCLUSION OF TERMINATION FOR CONVENIENCE**

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 **SUSPENSION BY OWNER**

The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Design-Builder is responsible; or

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate performance of the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, plus a termination fee equal to 60 days of general conditions costs planned for the Work as of the date of termination in lieu of Design-Builder's full expectation damages.

14.4 NOT A WAIVER

Any suspension or termination by Owner of performance by Design-Builder for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Design-Builder or others for damages based on

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breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Design-Builder and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Design-Builder shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

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EXHIBIT D

FORM OF PERFORMANCE BOND

WHEREAS the **OAKLAND UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to _____ (hereinafter "Design-Builder"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the District-Wide Energy Conservation Measures Project**,** the "Project");

WHEREAS, the Work to be performed by the Design-Builder is more particularly set forth in that certain Agreement between the Obligee and Design-Builder dated _____, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Design-Builder is required by said Contract Documents furnish a bond ensuring the Design-Builder's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

NOW, THEREFORE, we _____, the undersigned Design-Builder, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **OAKLAND UNIFIED SCHOOL DISTRICT** in the sum of _____dollars, $_____, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt,

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diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day of _____, 20____.

_____
Principal/Design-Builder

By:_____
President

_____
Surety

By:_____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged, $_____.

(The above must be filled in by corporate surety.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On this ____ day of _____, in the year _____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (surety) and acknowledged to me that he subscribed the name of the _____ (surety) thereto and his own name as Attorney-in-Fact.

_____
Notary Public in and for said State

(SEAL)

My Commission expires _____.

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

[This space intentionally left blank.]

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IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

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EXHIBIT E

FORM OF PAYMENT BOND

WHEREAS, the **OAKLAND UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to _____ (the "Principal") a contract for the Work commonly described as the District-Wide Energy Conservation Measures Project, the "Project");

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated _____, 2024 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto OAKLAND UNIFIED SCHOOL DISTRICT, as Obligee, for payment of the penal sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

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IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2024 by their duly authorized agents or representatives.

(Corporate Seal)

_____
(Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Corporate Seal)

_____
(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

_____
(Typed or Printed Name of Attorney-in-Fact)

_____
(Address)

_____
(Area Code and Telephone Number of Surety)

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IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

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EXHIBIT F

PROJECT CLOSEOUT AND FINAL BINDER TABLE OF CONTENTS

Project Closeout Requirements:

Prior to final completion of the Project, Design-Builder will perform all closeout tasks required by the Contract Documents, including the following tasks without limitation:

- Complete all unfinished work described on a punchlist to be provided by District's consultant and approved by District.
- All systems shall operate continuously and without any downtime for a period of 30 days after commissioning as a measure of Final Completion.
- Provide District with Final Binder that includes all items in the Final Binder Table of Contents (2 hardcopy and an electronic version). Electronic version of Final Binder should be delivered in a neat and organized folder tree as provided by customer. Two (2) sets of 18"x24" as-built drawings.
- Two (2) sets of keys to all locks, equipment, and boxes installed

Final Binder Table of Contents:

a. Cover Page
    i. Name of the Project
    ii. District name
    iii. Design-Builder name
    iv. Any Job Reference Numbers
b. Table of Contents (this Table of Contents)
c. Reference Milestones and Documents
    i. Copy of all executed Contracts
    ii. Notice to Proceed to Procurement and Construction
    iii. Notice of Completion for each site
d. Contact Information
    i. Design-Builder name, O&M contact person and title, mailing address, phone, fax, and email
    ii. Customer Care contact phone number and email
e. Final Project Schedule
f. Final Cost
    i. Final Cost Breakdown Table
    ii. Approved Change Orders, evidence of equipment purchases, rentals, and other cost support documentation
g. Drawings and Project Scope Inventory
    i. As-Built Drawings
        1. The as-built drawing set will be the final drawing submittal and will be modified for the changes made during the construction process. Changes shall be clouded and a printed list of such changes shall be delivered with the drawings.
        2. As-built drawings shall correctly represent all existing and discovered underground utilities at Sites, and shall be legible when printed.
        3. Must also contain single line diagrams

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ii. Equipment Lists
    1. Final Project Scope Inventory, with all fields completed for accurate count, make, model, wattage/EER/SEER (as applicable)
    2. List of fixtures installed and quantity, type.

h. Operations and Maintenance Manuals
    i. Equipment Specification Sheets
    ii. Equipment Warranties
    iii. Installation Manuals
    iv. User or Operations & Maintenance Manuals

i. Completion Documents
    i. Signed off Inspection cards
    ii. DSA project closeout notification form or DSA 999 form if exempt: https://www.apps.dgs.ca.gov/tracker/Appno.aspx
    iii. If DSA project, collect DSA close-out letter issued by DSA. Obtain Construction Change Directive from DSA if a change order was issued and approved post DSA approval
    iv. Compliance Forms, Testing, Inspection, and Commissioning sheets as required by DSA including Title 24 Standards.
        1. Refer to Appendix A of the 2017 (or latest applicable version) Nonresidential Compliance Manual for all required testing and commissioning forms: http://www.energy.ca.gov/title24/2013standards/nonresidential_manual.html
        2. Refer to DSA's Energy Efficiency Regulations & Plan Review for School Construction including DSA 403-A and DSA 403-B: http://www.dgs.ca.gov/dsa/Programs/progSustainability/energyregs.aspx
    v. Aggregated punch list completion lists
    vi. Executed Incentive Forms (if applicable)
    vii. Executed Incentive Form Support Files
    viii. Recycling and disposal certificates
    ix. Key Holder List

j. Site photographs (electronic version only, each file name should reflect location and unit in photo)
    i. Each HVAC unit, including nameplate and other HVAC components
    ii. Equipment and components installed (use a representative photo where installed equipment is not visible), as well as exteriors and interiors where work was completed.
    iii. All other installed components

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EXHIBIT G

DESIGN-BUILDER'S PROJECT SCHEDULES.

Design-Builder shall provide schedules as required by the Contract Documents, including but not limited to Section 3.9.1 of the General Conditions. The schedules provided by Design-Builder shall not exceed time limits current under the Contract Documents and shall comply with all the scheduling requirements in the Specifications. Failure of the Design-Builder to provide Project Schedules in accordance with the Contract Documents shall constitute grounds to withhold, in whole or in part, progress payments to Design-Builder, and a material breach of the Agreement.

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Exhibit H

Certifications to be Completed By Design-Builder

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code §4104]

Design-Builder sets forth below the name and the location of the place of business of each subcontractor, the portion of the Work which will be performed by each subcontractor, and the California contractor license number and DIR registration of each subcontractor, who will perform the following types of work or labor, or render the following types of service, to the proposing LLB entity in or about the construction of the Work or improvement:

- __Mechanical_____ *[identify all "types" of subcontractors that the District wants listed in the proposal; see Education Code section 17250.65(a)]*
- _Plumbing_____
- ____Controls_____

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable proposal. **NOTE:** *Reproduce the next page of this form if needed for additional listings.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	DIR Registration Number
45.5%	ACCO (A&M)	Pasadena, CA	120696	1000058980
18.2%	Syserco, Inc. (CO2 sensors)	Fremont, CA	483939	1000010773
20.9%	ECM Holdings (Plumbing)	Oshkosh, WI	1082567	1000063729
15.4%	RTS/Envocore (Plumbing)	Pleasanton, CA	1033546	1000025942

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I am the authorized representative of the proposer submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 8, 2024, at Fremont *[city]*, CA. *[state]*.

Signature: Majd Khleif

Print Name: Majd Khleif

Title: Chief Executive Officer

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FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 08/08/24

Majd Khleif
Signature

Name: Majd Khleif

Title: Chief Executive Officer

Docusign Envelope ID: 696FE40C-6B49-4F1A-A170-D76287E75EE0

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

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(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

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ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Design-Builder before it may commence any work.

Design-Builder Firm Name: Syserco Energy Solutions, Inc.
Supervisor/Foreman Name: Richard Douglas
Start Date: October 1, 2024
Completion Date: October 2, 2026
Location of Work: Oakland CA
Hours of Work: 5am-10pm
Length of Time on Grounds: Sept 2024 - Oct. 2026
Number of Employees on the Job: Depends on District Coordinated Schedule. Estimated 1-8

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[X] I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:
Richard Douglas

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:
will be submitted prior to on-site work

Name of employee who is the custodian of the Department of Justice verification information:
Erlynn Sandoc

[ ] The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 08/08/24

Signature: Majd Khleif
Typed Name: Majd Khleif
Title: Chief Executive Officer
Design-Builder: Syserco Energy Solutions, Inc.

Docusign Envelope ID: 696FE40C-6B49-4F1A-A170-D76287E75EE0

SUFFICIENT FUNDS DECLARATION
[Labor Code §2810]

Owner: Oakland Unified School District
Contract: _____ Project

I, Majd Khleif, declare that I am the Chief Executive Officer of Syserco Energy Solutions, Inc, the Design-Builder subject to the above Contract that accompanies this Declaration, and that Design-Builder has sufficient funds to permit Syserco Energy Solutions, Inc [*insert name of entity*] to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that Syserco Energy Solutions, Inc. [*the entity*] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on August 8, 20 24, at Fremont *[city]*, CA. *[state]*.

Majd Khleif
Signature

Print Name: Majd Khleif

Print Title: Chief Executive Officer

Docusign Envelope ID: 696FE40C-6B49-4F1A-A170-D76287E75EE0

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq*.) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Docusign Envelope ID: 696FE40C-6B49-4F1A-A170-D76287E75EE0

Syserco Energy Solutions, Inc.
Name of Design-Builder

Majd Khleif
Signature

Majd Khleif
Print Name

08/08/24
Date

Docusign Envelope ID: 696FE40C-6B49-4F1A-A170-D76287E75EE0

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert proposer's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Proposer Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Syserco Energy Solutions, Inc.	46-4183947
By (Authorized Signature) Majd Khleif	
Printed Name and Title of Person Signing Majd Khleif, CEO	
Date Executed 08/08/24	*Executed in* Alameda County, California

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Proposer Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
N/A	**N/A**
By (Authorized Signature) **N/A**	
Printed Name and Title of Person Signing **N/A**	*Date Executed* **N/A**

SYSEENE-01 MIZO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0G66614
One Risk Group, LLC DBA: One Risk Management & Insurance Services
6701 Koll Center Parkway, Suite 350
Pleasanton, CA 94566

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 226-7350 FAX (A/C, No): (925) 226-7380
E-MAIL ADDRESS: Certificates@oneriskgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of CT	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Berkshire Hathaway Homestate Ins Co	20044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Syserco Energy Solutions, Inc.
215 Fourier Avenue
Fremont, CA 94539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CO-4W765201	3/1/2024	3/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA-4W762364	3/1/2024	3/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-4W765409	3/1/2024	3/1/2025	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N / A		SYWC561290	3/1/2024	3/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #4003EP21KT
Re: Investment Grade Audit.

Oakland Unified School District is additional insured to the extent provided in the attached form. Primary wording to the extent provided in the attached form.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Monica Ayo

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	**CAL Shape Design-Build Project**	**Site**	**918**

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Syserco Energy Solutions, Inc.	Agency's Contact	Scott Meinzen						
OUSD Vendor ID #	004166	Title	Manager						
Street Address	215 Fourier Avenue, Ste 140	City	Fremont	State	CA	Zip	94539		
Telephone	510-498-1410	Policy Expires							
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No							
OUSD Project #	23140								

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-31-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$ 12,040,995.00	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9028/9961 9555/9961	Fund 40 Measure Y	400-9028-0-9961-8500-6271-918-9180-8106-9999-23140 210-9655-0-9961-8500-6271-918-9180-9906-9999-23140	6271 6271	$3,305,670.00 $8,735,325.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head** **Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities			
	Signature Kenya Chatman (Aug 13, 2024 13:39 PDT)	Date Approved	Aug 13, 2024	
2.	**General Counsel, Facilities**			
	Signature James Traber	Date Approved	8/13/24	
3.	**Chief Systems & Services Officer,**			
	Signature Preston Thomas (Aug 13, 2024 14:06 PDT)	Date Approved	Aug 13, 2024	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT